REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE CORRECTIONAL HEALTH CARE SERVICES
ISSUED BY STATE OF DELAWARE DEPARTMENT OF CORRECTION

I. Summary

The State of Delaware Department of Correction seeks experienced Vendors to provide correctional health care services for the offenders in the Delaware Department of Correction ("DDOC"). This Request for Proposals contemplates the creation of a Professional Services Contract as defined by Delaware law. As set forth herein, the State of Delaware Department of Correction may determine that a multi-source award is most beneficial to the State of Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981, 6982, and 6986.

The proposed schedule of events subject to the RFP is outlined below:

Initial Public Notice	Date: November 18, 2009
Second Public Notice	Date: November 26, 2009
Mandatory Letter of Intent to Bid	Date: December 28, 2009
Mandatory Pre-Bid Meeting with facility visits	Date: January 12 & 13, 2010
Deadline for RFP Questions	Date: February 12, 2010
Deadline for Receipt of Proposals	Date: February 26, 2010
Meetings with the Vendor's	Date: March 29 & 30, 2010
Recommendation by Proposal Evaluation Team	Date: April 23, 2010

A Mandatory Letter of Intent and Pre-Bid Meeting are required of each Vendor intending to respond to this RFP. Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal, including any contractual terms or conditions. The DDOC will review and reserves the right to deny any or all of the exceptions taken. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The DDOC reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Work

A. OVERVIEW:

The purpose of this RFP is to solicit bids from Vendors experienced in providing correctional health care services and/or who have health, mental health, and/or substance abuse experience in the State of Delaware. DDOC is seeking a single or multiple vendors to provide the following services:

- Medical Services
- Nursing Services
- Mental Health Services
- Dental Services
- Pharmacy Services
- Specialty Consultation
- Female Health Care Services
- Utilization Review Services
- Substance Abuse Treatment
- In patient Hospital Services

Vendors are encouraged to bid on any individual service or multiple services up to and including all services required under this RFP. In addition, the Vendors are encouraged to offer different pricing methodologies to include full risk by the Vendor for cost as well as any other method in which the DDOC would share in the risk of cost. Both must be presented with full disclosure of the cost as well as profit margins for the Vendor.

While this RFP covers all services, typically called comprehensive services, including all clinical care delivery and delivery system management for both on-site and off-site services, Vendors experienced in only portions of the comprehensive care are encouraged to submit bids for those portions as listed above. It is the desire of the DDOC to select a Vendor or Vendors that will provide a quality, cost effective provision of healthcare services to DDOC. Due to this approach, while this RFP may use the singular term “Vendor”, it is intended to refer to any and all Vendors who may ultimately receive a contract under this solicitation unless a qualifier is used such as “Medical Services Vendor” or “Mental Health Services Vendor”, etc. Furthermore, the DDOC may select one Vendor to provide all services requested under this solicitation or, if DDOC chooses to award the services to multiple vendors, it will also entertain responses from a single Vendor to act as the Primary Vendor responsible for coordinating all services requested.

The DDOC offender population in Delaware is different than in all but six other states in that it includes the State’s jail population. Jail offenders may be in the DDOC’s custody prior to sentencing (the pre-sentenced population). In addition, the DDOC is responsible for the care of committed felons and others’ sentenced to incarceration in the DDOC. Interested Vendor should be cognizant of the unique issues associated with these populations, including the separate National

Commission on Correctional Health Care (NCCHC) health care standards applied to all offenders as they will be required to meet those standards. The Vendor is responsible for meeting all NCCHC standards as well as all DDOC policies. Vendor should carefully review the deliverables in this RFP and the information in the associated appendices to assure construction of their best response. The following is a brief profile of the DDOC:

- Approximately 21,000 offenders are admitted for incarceration and 21,000 released each year.
- 60% are sentenced to serve more than one year.
- 10% are sentenced to less than one year.
- 30% are offenders in detention status.
- Prison is for those serving one or more years.
- Jail is for those serving less than a year or for those being detained, may be longer on average.
- The average length of stay for the detention population is 30 days.
- The average length of stay for the jailed population is 54 days.
- The average length of stay for the prison population is 20.7 months.

The DDOC's responsibility for providing offender health care stems from the United States and State of Delaware Constitutions, along with certain applicable statutory and common law requirements. It is further codified in Delaware State law (29 *Del. C.* §6536) wherein an offender eligible to receive health care services is defined as a person under the control and custody of the DDOC, incarcerated or housed within any DDOC facility, or on an institutional count including any offender hospitalized in a community hospital, Delaware Psychiatric Center, or other health care institution outside a DDOC facility. Additionally, DDOC is currently being monitored for compliance with the terms of a Memorandum of Agreement ("MOA") between the State of Delaware and the United States Department of Justice. The terms of the MOA are publicly available on the DDOC website, http://doc.delaware.gov. The terms of the MOA represent an additional baseline performance measure for any Vendor. The purpose of the Vendor correctional health care system(s) must clearly focus on providing offenders with *access to care* to meet their serious medical, dental, and mental health needs, on-site whenever possible, and through a coordinated network of on-site and off-site community resources at the best most efficient cost, when necessary.

Further DDOC system data can also be found on the DDOC website and health care data that profiles offender services in the DDOC can be found in Appendices A through G attached to this document.

B. GENERAL REQUIREMENTS:

1. Summary of Service Provision

Primary Health Care Vendors will be responsible for offering on-site Health Care services. The Primary Health Care Vendors will be supplied by the Medical Services and/or the Dental Services Vendor and shall be tasked with providing as much care on-site as possible so as to prudently use budgeted dollars and prevent off-site travel whenever possible. Off-site travel always includes at least one officer and most often two officers which, along with the vehicle, increase the costs and special security procedures which can be avoided if care is kept on-site. Primary Care and Specialty clinics should include, but not be limited to; Orthopedic, Infectious Diseases, ENT, Oral Surgery, Urology, General Medicine, Hepatitis, HIV, Gastroenterology, Podiatry, Physical Therapy, Minor Surgery, TB, Diabetes, Hypertension, Cardiology, Neurological, Optometry, etc.

The Specialty Consultation Vendor will be responsible for examining the utilization of off-site specialists and negotiate contracts for providers to come on-site to provide consultation services, pre-operative appraisals, and post-operative follow-up wherever possible to decrease the movement off-site.

2. Categorized Pricing Information Required

Vendors are required to provide individualized pricing information specific to each of the following areas:

- Medical Services
- Nursing Services
- Mental Health Services
- Dental Services
- Pharmacy Services
- Specialty Consultation
- Female Health Care Services
- Utilization Review Services
- Substance Abuse Treatment
- In patient Hospital Services

Vendors are permitted to bid on one or more service listed; however, proposals must contain both an aggregated price quote for those services the Vendor wishes to offer and specific price information for any of those service categories the Vendor wishes to offer. Failure to provide both types of pricing will cause the proposal to be deemed non-responsive.

3. Summary of Service Provision Time Requirements

To meet NCCHC Standards and DDOC Policy, the following services are a sample of critical elements that must be provided within the respective time requirements:

- Receiving screening within 2 hours of offender arrival for all facilities using the Delaware Automated Correctional System ("DACS")[1] intake module;
- Tuberculosis screening will be administered to offenders during receiving at all facilities;
- Tuberculosis testing and reading within 48-72 hours of test for all facilities;
- Transfer screenings out of or into any DDOC facility immediately;
- Health Assessment within 7 days of admission for Prisons facilities and 7 days for Jail facilities, or immediately if indicated during intake screen;
- Mental Health Assessment with the initial intake screening, and referral immediately if identified during intake or as necessary, within 24 hours of intake;
- Dental Screening within 14 days of admission;
- Dental Examination to be performed by the Dental Services Vendor within one year of admission;
- Pre-parole and other requested Mental Health Evaluations to be performed by the Mental Services Vendor to be completed by date specified on request;
- Sick Call 5 days per week for all facilities for non-urgent and/or non-emergent care and sick call triage 7 days per week for all facilities with urgent or emergent care available 7 days per week;
- 24/7 infirmary care every day at all facilities with infirmary operations;
- 24 hour emergency care every day at all facilities (on-site or off-site); and
- Pregnancy testing for all female offenders upon initial intake.

Vendors are also responsible for providing the following services as defined in the NCCHC Standards and DDOC Policies outlined in the Project Overview and further described through out the RFP:

[1] DDOC will provide initial training on use of the DACS system. Follow up training must be provided by the Vendor.

• Receiving Screening and TB testing • Facility/Offender Transfer Screening • Health Assessments • Re-admitted Health Assessments • Mental Health Evaluation/Treatment Services • Dental Services • Re-admitted Dental services • Optometry and Auditory Services • Dietary Services • Non-emergency Sick Call • Chronic and Convalescent Care • Infirmary Care • Emergency Care • Prescription Drug Services • Women's Health Care • Annual Exams • Suicide Prevention • Services for DDOC staff • Medical Records Management • Acute Care • Pharmacy Services • Medication Administration	• Boot Camp Physicals • Specialty Care – Dialysis, HIV/AIDS, Hepatitis A, B or C and all communicable diseases. • Health Education • Discharge Planning • Medical audit meetings and Review • Off-site hospital diagnostic testing and treatment services • Hospice Care • Health care orientation and on-going training programs for DDOC staff and on-site Vendor required to interact with the off-site Vendor to accomplish services • Credentialing • Grievance Administration • Compliance & Quality Activity • Laboratory Services • Equipment & Supplies • Substance Abuse Evaluation/Treatment Services • Etc. as outlined in this RFP

NOTE: All DDOC policies referenced in this RFP will be provided on disk in Word© format at the pre-bid conference adjacent to the facility visits. Health care policies are also available at http://www.doc.delaware.gov/information/DOC_Policy_Manual6.shtml.

4. Provisions of a Constitutional System for Offender Health Care

Each Vendor must reflect in their response how their proposed service, which is one or more than one component of a constitutional system of health care delivery, will serve to reinforce the other Vendors' services, as described below:

i) *A Communications and Sick Call System*

1. A Sick Call System must be provided for all offenders and must be characterized by direct communication of health care concerns between the offender and health care personnel without the opportunity for adverse security intervention;

2. It must be characterized by professional evaluations, including properly credentialed and trained health professionals, provided for triaging offender requests, and for attending to the serious medical needs of offenders;
3. Offenders in segregation have a greater need for Sick Call and must be seen every day and their health needs must be assessed by a qualified health professional.
4. Must use DACS Sick Call tracking and appointment system.

ii) *Personnel*

1. The system must have adequate staffing not only by plan, but in reality; (See **Appendix G, Pricing** for additional important information on Staffing.)
2. Adequate staffing must be supported by adequate resources necessary to deliver the care;
3. All institutions must have dedicated on-site staff.

iii) *Contracting Out*

1. The use of independent contractors does not relieve the Vendor of the legal responsibility to provide timely health care to meet the serious medical needs of offenders.
2. A key to Constitutional care for offenders provided by Vendors, in addition to establishing processes that meet NCCHC and other generally accepted professional standards, is the staffing of the health care delivery system with sufficient and qualified management and Vendor personnel.

iv) *Medical Records*

1. Each Vendor will be responsible for maintaining the DDOC unified medical and mental health record established per DDOC policy H-01, Health Record Format & Contents.
2. At a minimum, records must be kept separately for each offender and include a medical history and problem list; notations of offender complaints; treatment progress notes; laboratory, x-ray, and specialists' findings, etc.
3. Proper medical records not only promote continuity of care and protect the health and safety of the offender population but also provide correctional administrators with evidence of the course of treatment when individual offenders sue them asserting that care was not provided.
4. Each Vendor must provide appropriate medical records staff.

5. Each Vendor must coordinate with the potential EMR Vendor to assure conversion and maintenance of the paper record to an electronic record.

v) *Outside Care*

1. Offenders requiring a specialist evaluation, a sophisticated diagnostic test, or offender care that is not available in the DDOC facility, must be provided timely access to these services in the community; therefore, a system must be in place to schedule and facilitate off-site appointments for needed care that is coordinated through the facilities security transportation staff.
2. The use of Telemedicine or on-site specialty care rather than off-site care must be developed through purchase and maintenance of equipment.
3. Each Vendor's staff must use the DACS consult tracking.
4. Each Vendor will make all reasonable efforts to provide services at the facilities so as to minimize the inherent risk to the public related to the movement of offenders outside of the correctional environment.

vi) *Facilities and Resources*

1. Vendor must ensure that the space and supplies be adequately maintained to meet the health care needs of the institutional population. Dangerous or unsanitary physical equipment or unavailability of medications or other items such as eyeglasses, dentures, braces, or prostheses can lead to violations of the Constitution. Vendor(s) are responsible for equipment under $500.

vii) *Quality Improvement, Accreditation, and Compliance with Standards*

1. Quality improvement is a process of ongoing monitoring and evaluation to assess the adequacy and appropriateness of the care provided and to institute corrective action as needed;
2. Each Vendor under this solicitation is required to have its own Continuous Quality Improvement System (CQIS) to assure the adequacy and appropriateness of care provided, and for reporting on this monthly to the DDOC according to DDOC policy.
3. Each Vendor shall provide a written CQIS plan which assures that offenders receive medically necessary care with quality equivalent to that provided in the generally accepted professional standards across all areas of service provided under this contract. This must be done while accommodating security concerns. The Vendor must work closely with the DDOC to assure that health care and security needs are met for all levels of offenders at all times.

4. Each Vendor's CQIS shall include such audits, narrative reports and executive summaries necessary to identify and remedy any quality issues identified in the Vendor's operations and consistent with, and/or required by the DDOC.
5. Reports of activity from the monthly meetings distributed on CQIS affecting services provided pursuant to this contract must be provided to the DDOC Chief, Bureau of Correctional Healthcare Services ("BCHS") (or designee) (collectively herein "Bureau Chief") on a monthly basis. Any reports provided under contractual obligation will remain confidential unless otherwise authorized by BCHS, however, all documents related to offender care and quality improvement activities must remain available to the DDOC at all times.
6. All reports, data compilations, and other information submissions required by the contract shall be certified by the Vendor's appropriate supervisory employee.
7. Each Vendor will provide Quality Assurance, QA Metrics for BCHS monitoring of the healthcare system as stipulated by BCHS. The QA Metrics will include clinical, fiscal, operational, and other data to facilitate comprehensive monitoring of the healthcare system. Examples of the QA Metrics that will be required will be found in the QA Metrics Appendix D. The vendor should be aware that a failure to meet the standards set forth in the QA matrix may result in a financial penalty or other off-set.
8. Clinical staff will participate in the peer review program administered by BCHS. Vendors will participate in ensuring that clinical staff move forward on any corrective action plan developed to correct deficiencies identified by the peer review process, random or scheduled audits or other processes. Medical Providers will receive privileges to practice in the DDOC healthcare system based on credentialing and maintenance of performance as judged by the peer review system. Providers may have privileges revoked at any time due to failure to correct performance deficiencies identified through peer review or other means or because of egregious breaches of conduct or clinical performance as judged by BCHS.

5. Special Accommodation Populations

The DDOC has many offenders who have special health care needs. Medical and Mental Health services must adjust to provide services identified in the individualized treatment care plans. Each Vendor providing clinical staff shall require them to provide Case Management services to assure that there is no discontinuity in their care and to assure that the plan of care is designed to produce the most positive outcomes. The following groups must be case managed in order to accommodate their special needs:

i) Disabled Offenders

1. The Vendor must have a system for identifying and providing accommodations to disabled offenders. Offenders, who cannot walk, are entitled to wheelchairs or necessary prostheses and/or braces. Offenders with impaired hearing or vision are entitled to accommodations. In addition, the system must be designed to re-evaluate those offenders whose accommodations are for conditions that are time-limited.

2. Protections afforded disabled people were expanded by Congress in the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. (the ADA). The Vendor must have a system that identifies offenders with disabilities, tracks them during their incarceration, and periodically reviews them to either provide them with the accommodations they need, or refer them to facility staff when accommodations may be outside of the realm of the health services Vendor.

ii) Elderly Offenders

1. The elderly require special attention, including age and gender specific screening according to national guidelines, but also to address needs more frequently found in this population such as more frequent exacerbations of chronic illness and multiple chronic illnesses, vision problems, hearing problems and mobility problems. The Vendor must have a plan for elderly offenders.

iii) Chronically Ill Offenders

1. Certain chronically ill offenders whose condition is difficult to manage due to the stage of the illness and/or non-compliance, must be case managed to assure the best outcomes. It is essential for medical Vendors to identify chronically ill offenders at intake and to establish on the health record the degree of control of the offender (poor, fair, or good) supported by illness-specific indicators of level of control such that the frequency of visits to medically manage the illness can be appropriately determined. A system that does not track the level of control and tailor treatment accordingly may waste valuable resources or may not provide sufficient medical intervention to manage the illness adequately. Vendor must have a strong system for chronic disease management as it is the backbone of an adequate offender health care delivery system. The Vendor must also identify chronic offenders using DACS.

iv) Mentally Ill Offenders

1. Offenders who have an active mental illness and, especially, offenders who have had an exacerbation of their mental illness, are newly diagnosed, unstable on medication or difficult to treat, or whose status has otherwise decompensated such that a more intense level of care is required, must be actively treated and closely monitored. This includes offenders placed on suicide precautions and offenders who have made suicide attempts. The Vendor must also identify those with serious mental illness using DACS.

v) Offenders in a Diagnostic or Therapeutic "Pipeline"

1. Offenders who are pending appointments for diagnostic or therapeutic treatment or who are in the course of critical treatment such as for serious cardiac problems, chemotherapy or radiation therapy for cancer, or scheduled for diagnostic testing to rule out suspected serious conditions, should be Case Managed to assure that all appointments both inside the institution and off-site do not run into barriers. The Vendor is expected to have a system for accomplishing this task.

2. Case Management reports must be provided to the Bureau Chief on a monthly basis.

6. Special Needs Populations

i) Special Needs offenders will be defined as those offenders with complicated medical issues that are exacerbated by mental health issues (or co-occurring disease) or those offenders with complicated mental health pictures that lead to or have the potential to lead to medical involvement (multiple PCO admissions, cutting or other self injurious behaviors, etc.)

ii) The Vendor will participate in multidisciplinary team meetings to discuss treatment and management of these offenders. These team meetings will identify objective and measurable entry criteria for enrollment on the special needs roster and will identify objective measures of treatment progress and will identify exit criteria based on accomplishment of progress along the treatment plan.

7. HIV/AIDS Screening, Testing and Treatment

i) The Vendor will provide HIV testing to all offenders within one week of intake. Offenders will receive HIV pretest and post test counseling. Offenders may refused to be tested based on the principle of "opt out" (an offender must refuse the test in order for the test not to occur

automatically after pretest counseling has been given, instead of an "opt in" model where the offender must request or meet screening/risk qualifications for the test). Offenders have a right to refuse testing. The Vendor will use the laboratory and forms provided by the DDOC for HIV testing and utilize the Delaware Public Health Laboratory for such testing. The Vendor providing medical services is responsible for reporting all communicable diseases, including HIV/AIDS, to the BCHS and the Division of Public Health according to State law.

ii) The HIV/AIDS risk assessment will also identify offenders entering the institution with HIV/AIDS. The Vendor providing medical services will provide medical care to all HIV/AIDS offenders as stipulated below in this RFP.

iii) The Vendor providing medical services is responsible for providing treatment for offenders diagnosed with HIV/AIDS as defined by the Centers for Disease Control and Prevention (CDC) in Atlanta, Georgia in accordance with current treatment guidelines established by the National Institutes of Health (NIH). Treatment for HIV/AIDS will include one-on-one counseling, medication education, medication prescription, monitoring and management, medical treatment, management of medical needs and coordination with community based agencies for care and follow-up upon discharge.

iv) The Vendor providing medical services will also work closely with the community HIV Case Management agency to ensure that all offenders with HIV or AIDS receive thorough discharge planning. See the Discharge Planning section for more details.

v) Comprehensive HIV management shall be available through the Medical Services or off-site/on-site Vendor as required. However, on-site services are preferred. The Vendor providing medical services shall submit monthly HIV testing reports to the DDOC including testing volume and aggregate positive/negative results by facility, the number of class members on HIV/AIDS medications and the type of medications prescribed. The Vendor providing medical services shall also report individual co-infection with Hepatitis B and/or C, and opportunistic infections. Health education efforts shall be reported monthly. All pertinent State of Delaware communicable disease reporting regulations are to be followed.

vi) All staff performing any direct offender care services, licensed or unlicensed, shall participate in HIV/AIDS educational programs. These programs shall be formulated by the Vendor and approved by the Bureau Chief. The Vendor providing medical services will provide such education to all primary medical, dental and mental health staff. The Vendor

providing medical services shall provide the Bureau Chief with documentation of the physicians' attendance and participation in the educational programs.

vii) All offenders will be vaccinated against HEP A and B unless previously vaccinated or exposed. Vaccination against HEP A and B will be begun within a year of the first incarceration. HEP vacation will proceed per the United States Preventative Services Task Force (USPSTF) schedule.

viii) All offenders will be screened for STD's based on recommendations by BCHS. All offenders will be treated/managed for any STD diagnosed during incarceration. Potential STD's and ID entities that will be screened (in addition to HIV) are:

- Syphilis,
- Gonorrhea,
- Chlamydia,
- HSV2,
- HPV,
- HEP A, B, & C.

8. <u>Emergency Services and Maintenance of Automatic Electronic Defibrillators</u>

i) Each Vendor is responsible for assuring adequate response to medical emergencies consistent with NCCHC Standards and DDOC policy.

ii) Each Vendor will use and maintain the DDOC's Automatic Electronic Defibrillators (AEDs) in each institution and facility in cooperation with the DDOC. The Vendor providing medical services will provide appropriate training in AED use and CPR training to all DDOC correctional staff, including Correctional Employee Initial Training (CEIT) classes. At least one person per shift must be certified on the use of AEDs as well as CPR. The Vendor providing medical services will ensure appropriate follow-up procedures and medication protocols are administered.

9. <u>Suicide Prevention</u>

Each Vendor will assure the DDOC BCHS suicide prevention procedures are followed by all health care staff. The Vendor's suicide prevention policy, procedures, and practices shall be consistent with DDOC Policy G-05, Suicide Prevention, Policies and Procedures. The Vendor awarded the contract for mental health services shall provide all mental health related training, to include suicide prevention, in accordance with DDOC policy.

10. Standards

DDOC recognizes that standards of care are dynamic, constantly evolving, and not readily defined by a single authority. Therefore, for the purposes of this RFP, the currently accepted standards of care are defined by the multiple sources in the following list. The Vendor providing on-site medical services shall assure that a medical staff member at each site shall serve as the site medical authority and shall make decisions based on the Vendor's clinical protocols established by the Vendor consistent with these standards and accepted by the DDOC during the course of contracting for services under this RFP. If a Vendor uses standards different from those in the following list, they must be highlighted in the Vendor's response along with the reasons for using the standards. In addition, they must be approved by the Bureau Chief prior to use by the Vendor. The Bureau Chief must approve any change in the use of standards during the course of the contract resulting from this solicitation.

DDOC also recognizes that all clinical situations may not be covered in existing standards, and, in such cases, the proper course of action must be determined in conjunction with the DDOC BCHS.

This list of professional regulations and guidelines is intended to be indicative of the generally accepted professional standard of care and, therefore, is not all-inclusive:

- DDOC Health Care Policies;
- NCCHC Standards
- Vendor Policies, Procedures, Guidelines and Protocols accepted by DDOC;
- Centers for Disease Control Protocols and Guidelines as determined applicable by the DDOC;
- Federal OSHA Guidelines;
- US Public Health Service Task Force on Preventive Guidelines;
- Other DDOC recognized authorities such as the Federal Bureau of Prisons, American Diabetes Association, American Medical Association, the National Commission on Correctional Health Care, American Correctional Association, and other nationally recognized professional health care organizations.

11. Research

No research projects involving offenders (other than projects requiring limited information from records compiled in the ordinary delivery of services) will be conducted without the prior written consent of the Commissioner of Correction. The conditions under which the research will be conducted will be governed by written guidelines mutually agreeable to

by the vendor and the DDOC. In every case, the written informed consent of each offender who is a subject of the research project will be obtained prior to the offender's participation. All Federal and State regulations applicable to such research will be fully and strictly followed, including but not limited to HIPAA regulations. Research must be approved by a Human Subjects Review Board approved by the Bureau Chief.

12. Drug Free Workplace

The Vendor is to have a drug-free work place with sufficient policies to comply with Federal and State regulations and DDOC policies. The Vendor will be required to maintain and develop a urine analysis program for all employees, comparable to the DDOC's random urine analysis program. The DDOC reserves the right to review urine analysis procedures and results. The Vendor agrees to comply with any current or future drug detection initiative that the DDOC may implement applicable to vendor employees, visitors and consultants.

13. Vendor Employee Orientation

The Vendor will describe in detail the personnel orientation program and provide copies of the outlines or manuals in the appendix of its proposal. The Vendor will be responsible for ensuring that all new personnel are properly cleared for entry into the facility and provided with orientation and appropriate training regarding medical practices and security. Orientation regarding other institutional operations will be the responsibility of the DDOC. The Vendor will ensure that all newly hired, full-time health care personnel receive 40 hours of pre-service training and orienting within the first 30 days of employment. Orientation refers to that training necessary to ensure the employee's ability to perform the tasks associated with his/her position and to familiarizing the employee with the specific institution(s) he/she is assigned to and the Vendor's responsibilities, policies, and procedures at that (those) institution(s).

At a minimum, Vendor employee orientation will address DDOC security, DDOC code of ethics, code of conduct, drug free workplace, blood borne pathogen policies, and Vendor policies and procedures.

Vendor employee orientation will include a security orientation with DDOC staff. The Vendor will require all personnel to attend security orientation refresher training when the DDOC offers it. This training may include DDOC-wide policies and procedures and be tailored to meet the conditions of each institution.

Vendor will assure that each new employee receives the required suicide prevention training and a follow-up training after one year of employment. This training is approved by the DDOC.

The Vendor will provide written documentation of orientation completion to the DDOC within 30 days of completion. Vendor employees will not be issued a DDOC clearance and identification card until orientation is completed.

The Vendor will maintain and submit to the BCHS and site Warden, a comprehensive list of Vendor and DDOC personnel trained, the subject of each training, dates, and status of required retraining/updating.

The Vendor will ensure employees are trained (orientation and annual update training) on DDOC policies, site protocols, and site procedures; including risk management policies. The Vendor will maintain records of orientation and update training (including, signed documentation from employees that they have received orientation or update training on policies, protocols, procedures, and risk management). DDOC CQI Matrix can be found in appendix D.

14. Medical Administrative Committee (MAC) Meetings

Medical Administrative Committee (MAC) meetings will be held at least monthly with all Vendors, Wardens (or designated representative) of each institution and the BCHS, as required by the NCCHC Standards. The meetings are intended to provide organized and consistent communication between site administrative staff and medical personnel on issues and/or concerns. A separate meeting will be held for each level 5 facility and level 4 facilities. For this purpose, the James T. Vaughn Correctional Center, and Central Violation of Probation Center are considered to be in Kent County.

The Vendor is responsible for coordinating the schedule with the site and the BCHS. The BCHS will maintain the minutes, and conduct these monthly meetings and notify attendees of any changes in the schedule and/or location.

15. Infectious Waste Disposal

The Vendor will provide all appropriate disposal systems for hazardous waste, including needles, syringes, and other materials used in offender treatment. The Vendor will take appropriate measures to ensure that only infectious waste is deposited in the designated contaminated waste containers. Air filters used in air re-circulating and air conditioning units, which are removed/replaced by the DDOC's maintenance staff and

considered to contain harmful pathogens, will be disposed of with other infectious waste by the Vendor. The Vendor shall coordinate with the DDOC's maintenance staff on the proper disposal of the filters.

The Vendor is responsible for obtaining and maintaining a BCHS approved transporter to haul infectious waste.

16. Inspections

As required by the DDOC, NCCHC Standards, and the Delaware Division of Public Health, the Vendor is to conduct safety and sanitary inspections. The Vendor's managers are to conduct formal inspections of all areas at least monthly, with follow-up inspections to assure corrective action has been taken. Written reports are required, with copies sent to the site's Warden's Office. A record of these findings is to be included as an agenda item at the monthly Medical Administrative Committee (MAC) Meeting.

17. Transportation

The Vendor will arrange and pay for the use of any emergency medical vehicle, such as ambulances and medically equipped helicopters, as necessary and appropriate for emergency transportation. The expenses for these services will be included and calculated within the limitations for Catastrophic Care. No offender will be transported or removed from the State of Delaware without prior permission of the Commissioner of Correction.

18. Disaster Plan

The Vendor will provide a site specific disaster plan, to the BCHS and each site's Warden and/or designee, within 30 days from starting work. The plan will be coordinated with the institutions' and facilities' security plan and incorporated into the overall emergency plan and made known to all personnel. The plan must incorporate the ability to perform necessary emergency medical procedures, up to and including intubations and/or emergency airway management. The plan must account for extraordinary demands upon staff such as the possible recall of staff, safety, and security of offender and staff areas, use of emergency equipment and supplies, establishment of triage areas and procedures, evacuation procedures, and stocking of emergency supplies and equipment. Review of the health aspects of the disaster plan must be part of the initial orientation of new personnel at that site. The mock trial of the plan will be conducted annually by the Vendor in coordination with the DDOC according to NCCHC standards and in coordination with the institution/facilities mock trial.

19. Telemedicine/Telepsychiatry Expansion

The DDOC sees advantage in the implementation of a telemedicine system for certain applications to provide faster access to care at remote sites and to reduce the number of off-site visits that generate substantial security costs and pose some risk to the community. Any Vendor who wishes to include a base station and remote stations as part of their plan for offender care should provide a complete written plan including the physical plant specifications required, and the equipment the Vendor will purchase to implement the system. In advance of implementation the DDOC BCHS, in conjunction with the Department of Technology and Information, must approve any proposed telemedicine program. It is intended that telemedicine be used appropriately so that it does not negatively affect the quality of care provided to the offender. The Vendor must be specific on the plans, protocols, and specialty services intended to be included in the plan. The same shall be done for telepsychiatry. The Vendor shall report monthly to BCHS on the status on the telemedicine and telepsychiatry programs.

20. DACS Data Entry Mandatory

The Delaware Automated Correctional System (DACS) is a web-based offender management system. DACS uses Oracle Database© and Oracle© tools to store and retrieve data. Use of the DACS medical module and all the components therein is a material requirement of any health care services contract. This includes mandated data entry related to intake, transfer, scheduling, chronic care, specialty consult, Sick Call and mental health appointments, and any subsequent additions to the medical module. Initial training on the system will be provided by DDOC staff. Follow up training will be provided by the Vendor.

21. State/DDOC Ownership of All Documentation

All documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material, in paper, electronic or other format, are the property of the State of Delaware and remain as such at the end of the contract, no matter the reason for the contract termination. Further, DDOC shall have immediate access to all records on demand.

22. Maintenance of Records

The Vendor is responsible for maintaining the offender records to be in compliance with all federal and state laws, policies and regulations including but not limited to 11 *Del. C.* §4322.

23. Offender Insurance

The Vendor will seek and obtain payments and reimbursement from third party insurers for those offenders who are covered by health insurance including Medicaid.

The Vendor shall gather the information needed to process claims and retain such information for auditing and inspection by DDOC. The Vendor will credit the DDOC 100% of Medicaid costs. These credits will be included with the Vendor's basic medical monthly services invoice/credits and will be clearly noted. The Vendor is invited to propose alternative methods, subject to the approval of the Department, for retrieving and accounting for insurance re-imbursements provided to cover offender healthcare services.

24. Transition Plan between Existing and New Vendor

The Vendor must develop a transition plan from the current service delivery system. The transition plan will address an orderly and efficient start-up.

A detailed plan must be submitted with the each proposal that addresses, at a minimum, how the following issues will be handled during the transition:

1. Recruitment of current and new staff
2. Subcontractors and specialists
3. Hospital services, including off-site secure unit
4. Pharmaceutical, laboratory, radiology, dental and medical supplies
5. Identification and assuming current medical care cases
6. Equipment and inventory
7. Medical record management
8. Orientation of new staff
9. Coordination of transition

The Vendor must outline timetables and personnel that will be assigned to supervise and monitor the transition, and detailed plans, including offender medical file transfer, for the transition from the DDOC's system to your system on an institution-by-institution basis which will include timetables for completion.

If the Vendor is going to integrate the current Vendor's employees and/or subcontractors, the Vendor must specify how it intends to integrate them.

The Vendor's plan must outline how it intends to transfer offender medical files. Contracts may be involuntarily extended, not more than 180 days, to provide these services.

The Vendor's plan must also summarize problems anticipated during the course of transferring the contract to a new vendor at the end of the Vendor's term, including any proposed solutions. The Vendor must provide resumes for the management staff expected to be hired by the Vendor at both Regional and Institutional levels.

The Vendor must provide credentials for all medical providers as determined by BCHS. The Vendor will provide a similar transition plan at the end of a contractual period for transition to a new contract or a new Vendor.

C. DETAILED REQUIREMENTS:

Each Vendor must describe how their system of care delivery will accomplish each of the tasks citing the NCCHC standard or standards and relevant DDOC Policy (http://doc.delaware.gov) relating to each. The Vendor must indicate how the system meets the standard(s) and how it provides for efficient and effective offender care in all the following areas:

I. Medical Services *(to be provided by the Medical Services Vendor unless otherwise specified)*

a) Health Assessment (Intake Physical Examination)

i. A physician or nurse practitioner/physician's assistant shall conduct a complete history and physical assessment including but not limited to the following:

(1) Review of information recorded during the nurse intake screening.
(2) Review of all available medical records.
(3) Review all medications and other physician's orders that the offender is currently receiving prior to admission.

ii. Complete head to toe physical exam to include screening for signs & symptoms of chronic medical or mental illness, and for evidence of ectoparasites. If chronically ill, take measures to establish degree of control and determine next visit date. Determine if the offenders have special needs that must be accommodated and take appropriate actions to address them. Initial assessment may be used as the first chronic care visit if charted on a chronic care initial assessment document.

iii. The ordering and initiation of any laboratory tests deemed medically appropriate, to include at a minimum:

(1) HIV tests
(2) Hepatitis A, B, and C tests
(3) Other STD testing
(4) Other laboratory testing indicated by medical examination

iv. Initiation of orders deemed medically necessary.

v. Report reportable infectious diseases to Public Health per State and Federal requirements.

vi. Update logs for chronically ill offenders and those needing special accommodations.

vii. Identify offenders whose medical condition is so tenuous as to need Case Management and report to nursing; Make physician to physician call as necessary or to receiving site if being transferred.

viii. All findings must be documented on the medical record to form a comprehensive appraisal of the offender's intake baseline condition and data must be entered into the DACS intake and scheduling module.

b) Chronic Illness Management and Convalescent Care

For offenders with special medical conditions requiring close medical supervision, including chronic and convalescent care, physically handicapped, frail elderly, terminally ill, developmentally disabled, and mentally ill, individual treatment plans will be developed by the responsible medical Vendor specifying instructions on diet, exercise, medication, type and frequency of diagnostic testing, the frequency of medical follow up and adjustment of treatment modality.

The offender population is diverse and health care needs vary greatly. The DDOC requires the Vendor to meet these needs in the most cost efficient manner. Specialized services may include specialty clinics, hospice, and/or geriatric services. Chronic care services must be provided in accordance with NCCHC Prison or Jail standards and DDOC Policy at all facilities.

Chronic medical conditions shall be identified during the initial admission assessment and physical examination and noted on the problem list at the time of that encounter and at any other time during incarceration. The initial chronic clinic visit shall occur in conjunction with the admission physical and subsequently thereafter according to clinical directions.

The Bureau Chief shall, with input from the Vendor, establish chronic care treatment/care guidelines for statewide implementation to include conditions defined for inclusion, frequency of encounter, lab and other diagnostic baseline and routine testing with the frequency and monitoring of offender compliance, offender education, and assessment of offender control, including but not limited to the following:

i. Endocrine, (including Diabetes);
ii. Pulmonary/respiratory conditions;
iii. Hypertension/cardiac problems;
iv. Kidney/renal disease, Hemodialysis and Peritoneal Dialysis;
v. Seizure disorder and other neurological disorders;
vi. OB/GYN;
vii. Cancer/oncology;
viii. Pain management;
ix. Infectious diseases (HIV and other communicable diseases);
x. Tuberculosis (separate from infectious disease or pulmonary due to volume);
xi. Gastroenterology with Hepatitis C management; and
xii. Chronic general medical problems such as the frail and/or elderly.
xiii. Physical therapy and rehabilitation
xiv. Hospice Care / End of Life Care

The Vendor's staff shall follow the DDOC approved pathway for requesting and gaining approval for referrals to inpatient and outpatient care. Additionally, the Vendor will coordinate with social services for offenders confined in an acute care hospital. The Vendor will receive daily updates from the off-site Specialty Consultation Vendor on the status of the offender at the same time it is shared with the Bureau Chief or designee.

It is essential for medical Vendors to identify chronically ill offenders at intake and to establish on the health record the degree of control of the offender (poor, fair, or good) supported by illness-specific indicators of level of control such that the frequency of visits to medically manage the illness can be appropriately determined.

c) Acute Care and Trauma

Whenever an offender presents at health care with a medical emergency or a medical emergency is reported to health care from anywhere in a site an emergency response team must be immediately sent. The purpose is immediate stabilization and determination of proper course of care, on-site, or through the available off-site network of providers. The Vendor's policies, procedures and protocols for emergency response and triage must be approved by the Bureau Chief.

d) Referral to Specialty Services for Emergent, Urgent, and Routine Care

All clinical services Vendor's medical providers shall be responsible for making appropriate referrals to specialty service providers through the Specialty Consultation Vendor in the form and format prescribed by that Vendor and approved by the DDOC. The Specialty Consultation Vendor shall provide training to all Vendor's medical providers and staff involved in the referral process such that open, accurate and continuous flow of necessary information is maintained to assure time constraints are met in referral of Emergent, Urgent and Routine Care. The DDOC shall determine the appropriate time frames for referral, scheduling and appointment completion. Should the same Vendor be selected for both the medical services and Specialty Consultation, then all requirements in this section are the responsibility of that Vendor.

e) Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is will include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

f) Multidisciplinary Offender Health Care Conferences

The medical providers of the Vendor providing medical services shall lead multidisciplinary conferences on Case Managed Special Needs Offenders as necessary to coordinate medical, dental, nursing, and mental health care (or any combination of these services) are required to ensure timely and appropriate care for these offenders.

g) Requests for Accommodations

The medical providers of the Vendor providing medical services shall authorize accommodations for special needs offenders with disabilities or medical conditions that require them. The Vendor must have a written plan for evaluation, providing accommodation, and for

periodically reviewing accommodations to determine any change in status of the offender. The Vendor's medical providers and support staff must use the forms and format for accommodations provided by the DDOC.

h) Special Diets

Appropriate diet is critical to providing health care services. Sufficient dietary services and staffing helps to reduce offender health care needs and problems. The Vendor's dietician will establish dietary menus sufficient to address the dietary and medical needs of the population but also designed to maintain costs. The Vendor's staff will monitor and make recommendations for offenders with regard to medical diets (diabetic, chronic care, pregnancy, oral surgery, etc.) and in accordance with the menus established by the dietician. The Vendor's staff is responsible for coordinating medical diets with the DDOC's food service unit. Diets must be prescribed in accordance with the Manual of Clinical Dietetics and the Manual of the American Dietetic Association in cooperation with the DDOC food services unit. The Vendor's dietician is responsible for educating offenders in the area of diet needs, consumption, and commissary. The Vendor's dietician serves as the link between the medical unit, the offender, and the food service unit.

i) Kitchen Clearance/Offender Worker Examinations

The Medical Services Vendor's staff shall ensure that all offenders whose work assignments involve food handling are free from diseases transmissible by food or utensils or other means. Medical Vendors shall provide initial clearance as well as annual food service screening to offender workers who are involved in the handling, preparation and/or serving of food. These encounters will be documented in the offender medical record and results communicated to appropriate on-site staff and the Vendor's health unit at that site.

j) Boot Camp Clearances/Other Clearances

The Vendor shall ensure that clearances for Boot Camp requested by the DDOC are provided within 5 days of the request for clearance. The Vendor shall be responsible for any clearances requested by the DDOC and they must be provided within the requested time period.

k) Tool Inventory

The Vendor will provide the security superintendent or designated officer of each site a daily inventory of tools and medicine. The Vendor will develop and implement procedures for tool and medicine control,

including dental tools, syringes and keys that are compatible with state and Federal regulations and laws and acceptable to the DDOC. The DDOC has the right to inspect daily inventory logs.

Security/privileged information pertaining to the DDOC, institutional security, offender health care, or Vendor will only be released on a need-to-know basis after appropriate DDOC authorization or pursuant to law.

The Vendor will be responsible for ensuring that its personnel, including subcontractors, adhere to the DDOC's security and clearance procedures. Any Vendor personnel accessing DDOC and/or State information systems must adhere to all clearance procedures. Violations of information system clearance procedures may be subject to criminal or civil penalties.

The Vendor and its personnel will be subject to and will comply with all DDOC and institution security operating policies and procedures. Violations may result in the employee being denied access to the institution. In this event, the Vendor will provide alternate personnel (subject to DDOC approval) to supply uninterrupted services.

l) NCCHC Accreditation

The Vendor is required to obtain and/or maintain NCCHC accreditation for each and every current and future site in whole and as to each part in the DDOC. DDOC intends to include specific liquidated damages in the contract between DDOC and the Vendor for any failure to attain and/or maintain such certifications and/or accreditations. The beginning and ending dates of the penalty will be governed by any written communication from the NCCHC. Any date within any calendar month will serve as the beginning and ending dates and each inclusive month, (first, intermediate, and last) of non-accreditation will be assessed the penalty. Any assessed liquidated damages will bear the appropriate legal relationship to the actual harm caused DDOC. Any liquidated damages shall not be the exclusive remedy for failure to achieve and/or maintain accreditation.

m) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup

percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor's providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

xi. DDOC has provided minimal staffing requirements as set forth in Appendix H. Staffing volume and coverage are subject to change by BCHS based on subsequent analysis of staffing needs. DDOC will not pay staffing costs for positions that are not filled. DDOC will actively monitor vendors staffing levels on an ongoing basis and

adjust the monthly invoiced amount to eliminate payments for unfilled positions. Any adjustments will be retroactive to the date when the position became vacant and will continue until the position is filled. The vendor may propose alternative methods for enforcing adequate staffing levels

xii. The Vendor will be required to provide service coverage at all facilities based on the services stipulated in this contract.

II. Nursing Services

Intake Screening

As soon as possible, but no later than two hours from offender intake, a qualified health care professional will perform a receiving screening to ensure prompt recognition of immediate medical, dental, and mental health needs and timely continuity of care. Intake must be completed using the DACS intake module. If the Vendor prefers, an APN/PA or MD/DO may conduct this screening in conjunction with the Health Assessment (intake physical examination). The intake health professional will immediately refer offenders to an appropriate professional if the medical needs of the offender are beyond their scope of practice. If an LPN or LVN performs the screen then RN must review and sign off within eight (8) hours of intake being completed.

Intake Protocol

In addition to the above, the following Intake Protocol is required for all new admission intakes:

i) Administration of appropriate skin test for tuberculosis or screen for symptoms if past positive and order chest x-ray as indicated.
ii) SMA 12, or other appropriate baseline tests, as medically indicated.
iii) CBC with Differential, if medically indicated.
iv) Urinalysis.
v) For female offenders a pregnancy test on intake, Pap smear, and initial age-appropriate screening mammography, after the 14 day period, but no later than 60 days past intake screening.
vi) HIV and STD testing and management will be provided as outlined above. Pre- and Post-HIV counseling must be conducted per State statute. Offender testing positive for HIV and other STD's will be managed according to CDC guidelines.
vii) Chest X-ray when medically appropriate within the NCCHC guidelines of the Admission Protocol.

viii) Schedule for health assessment in accordance with DDOC policy E-04, Health Assessment.

Intake Facilities

All offenders entering the DDOC will be initially processed at one of the facilities named below. The expectation is that the Vendor will provide a seamless transfer screening process that allows for continuity of care and review of health records for all offenders. Consideration should be given to the diverse facilities and complexity of transfers on a statewide level from a variety of security levels. In exceptional cases where an offender bypasses or is incompletely processed at a site booking and receiving area, full intake services are to be performed at the next site where the offender has arrived in accordance with DDOC policies specified in this section.

All admission processes are to be documented. Health record entries of offender problems and directives for appropriate care are the responsibility of all clinical health care personnel.

Intake According to DDOC Policy

The Vendor is required to provide intake and transfer screening in accordance with the DDOC policies E-02, Receiving Screening Intakes, and E-03, Transfer Screening, for all institutions, including the following:

i. Howard R. Young Correctional Institution (HRYCI)
ii. James T. Vaughn Correctional Center (JTVCC)
iii. Sussex Correctional Institution (SCI)
iv. Baylor Women's Correctional Institution (BWCI)
v. Sussex Violation of Probation Center (SVOP)
vi. Sussex Work Release Center (SWRC)
vii. Central Violation of Probation Center (CVOP)
viii. Morris Community Correctional Center (MCCC)
ix. Plummer Community Correctional Center (Plummer)
x. John L. Webb Correctional Facility (WCF)
xi. Women's Work Release and Treatment Center (WWRTC)

a) Nurse Intake Screening

A complete nurse Intake Screening will be performed within two hours on the date of arrival at the intake site and shall consist of review of all available medical records, Receiving Screening information, and an individual confidential interview with the offender to ensure appropriate medical care. All intake, transfer, and Sick Call appointments must be entered and tracked using DACS.

The intent of the nurse intake screening is to ensure that medical staff will document and respond to offenders' medical and psychiatric problems as soon as possible, that the appropriate medication is obtained, and that referrals for health care and suicide precautions are made as needed. This screening will be entered into DACS, printed, signed by both the nurse and offender and filed in the offender medical record.

If a Vendor prefers, an APN/PA or MD/DO may conduct this screening in conjunction with the Intake Physical Examination providing that it occurs on the day of admission.

All offenders will be assessed for ectoparasites in accordance with policy established by the DDOC's BCHS.

b) Health Assessment

A health assessment is required according to DDOC policy E-04, Health Assessment.

c) Offender Sick Call

The Vendor shall perform Sick Call at all facilities consistent with DDOC policy E-07, Non-Emergent Healthcare Requests Sick Call and NCCHC Prison or Jail Standards as appropriate. Sick Call must be available for all offenders on weekdays, weekends, and holidays. All Sick Calls must be done by an RN, APN/PA or physician, regardless of housing location. Sick Call Triage must be performed 7 days per week with urgent and/or emergent care available 7 days per week.

If an offender's custody status precludes attendance at Sick Call, arrangements shall be made to provide Sick Call services at the place of the offender's confinement (i.e. offenders housed in administrative segregation units and other restricted housing units).

The DDOC is committed to providing custody support to ensure timely and confidential face-to-face access to offenders for the actual Sick Call encounter. LPN's or RN's accompanied by custody will make rounds daily to all offenders in restricted housing. At the discretion of the nurse, custody will open individual cell doors to provide access to offenders. Additionally, as necessary, offenders will be brought out of these areas to clinical areas for proper assessment. Prior to removal of offenders from closed custody to clinical settings for routine care, special permission and arrangements must be sought from the DDOC Security staff at the site as practicable.

Daily Triaging of Offender Care

The Vendor shall establish appropriate triage mechanisms to be utilized for daily offender care. The Vendor shall assure that each facility has procedures in place that enable all offenders (including those in segregation and/or closed custody units) to submit requests for health care services daily including weekends and holidays.

i. Offender health service request forms shall be deposited in locked boxes at a designated location at each facility. The Vendor shall collect them daily. Site-based procedure will determine the collection time and staff.

ii. Offender health service request forms shall be reviewed, signed, and time and date stamped and entered into the DACS system.

iii. All medical, dental and mental health request forms shall be triaged within 24 hours of the form being collected. Referrals for appropriate treatment will be made at that time and entered into the DACS module. All medication matters shall be seen by the appropriate health care provider.

iv. On days that the dental staff is not available to provide Sick Call, a RN, APN/PA or physician will screen the Sick Call form. If not an emergency, follow up with the appropriate clinician will occur within 48 to 72 hours.

v. All requests for mental heath Sick Call shall be referred to the facility mental health department and shall be triaged by a mental health professional within 24 hours. If the request is of an emergent nature, and if the mental health staff is not on duty at the time of receipt of the urgent or emergent request, the on-call psychologist or psychiatrist will be contacted regarding the specific offender of concern. If the on-call psychiatrist provides physician orders, the triage nurse shall comply with any orders issued.

vi. All documentation of the triage, examination and subsequent treatment will be entered into DACS and printed documents should be placed in the offender medical record.

vii. Health care staff comprised of at least one RN must be on duty 24 hours a day, 7 days a week at each Level 5 correctional facility. Vendor shall provide training for DDOC security staff in appropriate medical and mental health referral procedures including CEIT classes as requested by BCHS.

Infirmary Management and Services

The Vendor shall utilize infirmary units to the fullest extent consistent with acceptable medical standards. There are infirmaries in the four major DDOC facilities and their profiles can be found in Appendix A, Overview of Current Health Care Services. The Vendor will request from the DDOC BCHS that a temporary offender transfer for infirmary offenders to the nearest infirmary available for those offenders who are not at an institution that has an infirmary. Each functioning infirmary will adhere to these minimum standards.

i. A physician shall be on-call 24 hours a day, 7 days a week and must come on-site as needed to make assessments, write orders, or provide care.

ii. Supervision of the infirmary shall be by an on-site RN, 24 hours per day, 7 days a week.

iii. A sufficient number of appropriate health care personnel will be on duty, as dictated by staffing matrix requirements as well as by clinical need. In no case will the on-duty infirmary staff be less than 1 LPN nurse per shift (a RN must be on duty at the facility as well).

iv. The Vendor's manual of nursing procedures shall be provided at each facility readily accessible to all clinical staff.

v. Immediately upon arrival in the infirmary area, all offenders, medical and mental health, shall have a documented physical examination resulting in admission orders.

vi. Completion of a nursing care plan shall occur within 24 hours of admission.

vii. All encounters will be documented on the offender medical record.

viii. Admission to and discharge from the infirmary will require the order of a physician or APN/PA. The Vendor's provider must sign admission notes and discharge treatment plans. This will be required for each infirmary stay.

ix. Infirmary rounds shall be conducted by a RN on each shift (including weekends and holidays) and by a physician or APN/PA daily Monday through Friday per DDOC policy G-03, Infirmary Care.

x. Offenders at a lower level of care may have written protocols that allow for a reduced level of observation dependent on the acuity level of that particular offender's needs.

xi. The Vendor's written protocols for infirmary care must be consistent with DDOC Policy G-03, Infirmary Care, and must be approved by the Bureau Chief.

xii. Those offenders requiring care beyond the capability of the infirmary shall be hospitalized at licensed community hospitals or other appropriate licensed health care facilities.

Annual Health Care Screening

Annual health care screening must be provided for offenders as required in NCCHC Standards and the United States Public Health Service Task Force on Preventive Guidelines. At a minimum, health exams will be provided annually for offenders over 40 years old.

The Vendors Medical Director will provide daily physician to physician (sign-out style) reports including condition, diagnosis, treatment plan, medications, prognosis, and discharge planning to the BCHS Medical Director and clinical status/progress on all hospitalized offenders.

Telemedicine Support

Should the DDOC engage in a Telemedicine System, the Vendor will be required to participate and should have a written plan for maximization of these services considering the utilization of its staff and the support to be given to accomplish its essential tasks as required under this RFP.

a) *On-site Pharmacy System Management (to be coordinated with the Pharmacy Services Vendor)*

- Medication Ordering and Tracking
- All medications ordered by a licensed provider must be provided per an approved formulary, and a system for approval of Non-formulary medications. Medications will be provided at all facilities. Coordination with the orders of other health care services providers to ensure the delivery of medications is mandatory.
- Medication Receipt
- Medication Distribution and Delivery to Offenders
- Maintenance of the Medication Administration Record (MAR)

- Coordination of Vendor's on-site pharmacy system with that of the off-site Pharmacy Services Vendor
- The Vendor shall ensure that daily medications are given at the prescribed dosing schedule to each individual offender within one hour of the time the medication was given the previous day.
- Post-meal blood glucose testing for diabetic offenders will happen at two hours post-meal for each individual offender for whom post-meal glucose testing is ordered.
- The Vendor shall ensure that MARs are accurate and up to date and that the MARs are filed in the offender's charts monthly. The RN shall be responsible for maintaining the accuracy of the MAR each shift; the RN on the following shift is responsible for ensuring that any inaccuracies on the MARs from the previous shift are corrected. The current MAR for each offender will be provided (or a photocopy of the current MAR) provided at each medical encounter for review by the Medical Provider.

<u>Case Management of Offenders with Special Needs</u>

The Vendor shall provide Case Management services such that all special needs offenders as defined under GENERAL REQUIREMENTS (Section II. B.) above receive care consistent with that required under NCCHC Standards.

a) Emergency Response Within the Secured Perimeter and Without

The Vendor shall have written protocols for emergency response inside and outside the secured perimeter based on DDOC Policy E-08, Emergency Services. The written protocols must be approved by the Bureau Chief.

b) Discharge Planning

Discharge planning is a priority for the DDOC and is to be conducted pursuant to DDOC policy. It is critical that the Vendor take every reasonable effort to ensure that offenders are connected to community-based services and have a sufficient supply of medication upon discharge. The Vendor shall ensure that a psychiatrist reviews all psychiatric medications prior to discharge. Within 30 days of release, if known, the Vendor is required to provide a thorough discharge plan including referral information and linkages to community providers for all offenders identified as special needs and mentally ill. The discharge plan with date, place, time and location of scheduled appointments is

to be provided to the offender prior to discharge and a copy placed in the offender medical file. Linkage at discharge with community mental health and public health providers is particularly important. Linkages refer to the Vendor contacting community providers and scheduling an appointment for the offender. At a minimum, discharge planning must include, as applicable:

i. Discussion with the offender about discharge;
ii. Medicaid/Medicare eligibility determination and application submission/coverage;
iii. Obtaining of social security number, as required for access to coverage above;
iv. Linkage referrals to community services; and
v. Prescription medication supply.

For all offenders with medical needs, the Vendor is required to provide and discuss a written discharge plan. The discharge plan will address each medical need. Referrals to community-based providers will be made. To the extent possible, the Vendor will schedule appointments for the offender. At a minimum, contact information for providers in the community will be given to the offender. Where applicable, the Vendor will assist the offender in completing Medicaid/Medicare applications. Also, for offenders incarcerated for 14 days or more and where applicable, the Vendor will provide a medication supply sufficient to ensure no gap in medications until the offender is able to access medication in the community.

Of greatest concern are offenders with chronic illnesses, serious mental illness, and/or HIV/AIDS as well as women who have delivered children while incarcerated or are pregnant. In these cases, the Vendor is expected to develop a discharge plan that includes linkages to community providers and to provide 30 days of prescription medication for those offenders taking medications. For offenders being released to another residential setting, the Vendor is responsible for arranging appropriate transportation, as appropriate.

The Vendor shall ensure that all offenders requiring discharge medication received said medication prior to discharge (provided that medication has been reviewed by a Medical Doctor prior to discharge).

Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the

alternative mechanism as more advantageous to the State than the required pricing structure.

III. Dental Services (to be provided by the Dental Services Vendor)

Dental care will be provided according to DDOC Policy and consistent with NCCHC Standards, American Dental Association standards, CDC guidelines and OSHA standards. The Vendor shall:

a) Provide a dental care program, under the direction of a dentist licensed in the state;
b) Provide dental screening during the Initial Health Assessment timeframe.
c) Provide a qualified health care professional or dental assistant to perform the dental screening;
d) Identify offenders during dental screening as having urgent or emergent dental needs and place them on the Dental Sick Call list in DACS, for evaluation and treatment;
e) Provide dental treatments, not limited to extractions, according to a system of treatment priorities determined by the dentist;
f) Perform dental examination within 12 months of admission. This examination is supported by indicated x-rays and includes instructions in oral hygiene. Only a licensed dentist performs dental examination and treatment. If the offender has been released and re-admitted within 6 months of the last dental exam, a new exam is not required except as determined by the supervising dentist.;
g) Record the results of examinations on the Dental Treatment Record and file in the Medical Record;
h) Provide treatment in accordance with a treatment plan;
i) Restore teeth with a filling rather than extract them whenever possible;
j) Respond to dental emergencies in a timely manner;
k) Perform dental prophylaxis when prescribed by the dentist;
l) Make fluoride toothpaste or oral fluoride rinses available as determined necessary;
m) Assure dental examinations include:
- Charting of teeth
- Examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, & adequate illumination.
- X-ray studies for diagnostic purposes are taken if necessary.
- Extra oral head and neck examination is included with the dental exam
- Make arrangements for consultation with referral to specialists in dentistry or oral surgery, as needed with consultation noted in DACS;
- Taking, or reviewing a offender's dental history;

- Assure dental examination and follow-up appointments are scheduled in DACS for the dentist using the Dental Sick Call Log and prioritization for need;

n) Assure dental Sick Call Log is used to generate monthly statistics of dental services for Health Services Report;

o) Assure dental services are provided following infection control practices;

p) Assure the dental assistant performs daily sharps & tool inventory log;

q) Provide recruitment, hiring, and retention of dental staff sufficient to fill outcome requirements (See Appendix D, Performance Monitoring);

r) Provide procedures to maintain all inventory, equipment, instrument, and pharmaceutical control procedures as required by State or Federal regulations;

s) Maintain compliance with Federal and State policies and procedures regarding the handling and disposal of biohazardous and regulated medical wastes;

t) Provide in-service education and training as needed;

u) Review, approval, and support of treatment protocols, formularies, and policies as they relate to accreditation and regulatory agency requirements;

v) Provide compliance with relevant Federal and State standards for Universal Precautions and the general delivery of correctional health care.

The Vendor shall provide dentures/tooth prosthetics to offenders requiring them unless said offender is to be discharged within three months of the assessment of need. Offenders that are to be discharged within 3 months must have discharge planning that includes transfer of medically relevant/dental information to facilitate the offenders acquiring dentures/tooth prosthetics in the community upon release.

w) Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

x) Tool Inventory

The Vendor will provide the security superintendent or designated officer of each facility a daily inventory of tools and medicine. The Vendor will develop and implement procedures for tool and medicine control, including dental tools, syringes and keys, that are compatible with state and Federal regulations and laws and acceptable to the DDOC. The DDOC has the right to inspect daily inventory logs.

Security/privileged information pertaining to the DDOC, institutional security, offender health care, or Vendor will only be released on a need-to-know basis after appropriate DDOC authorization or pursuant to law.

The Vendor will be responsible for ensuring that its personnel, including subcontractors, adhere to the DDOC's security and clearance procedures. Any Vendor personnel accessing DDOC and/or State information systems must adhere to all clearance procedures. Violations of information system clearance procedures may be subject to criminal or civil penalties.

The Vendor and its personnel will be subject to and will comply with all DDOC and institution security operating policies and procedures. Violations may result in the employee being denied access to the institution. In this event, the Vendor will provide alternate personnel (subject to DDOC approval) to supply uninterrupted services.

y) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement

of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

IV. Mental Health Services (to be provided by the Mental Health Services Vendor unless otherwise specified)

The Vendor shall be responsible for administrative efficiency, quality, and cost-effectiveness of mental health services. The Mental Health Services Vendor shall be available to confer with the Bureau Chief at any time given sufficient notice concerning any provisions of this Agreement, any proposed changes in the Agreement, or any other matter pertaining to the performance of the contract.

The Mental Health Services Vendor shall provide the following services:

a) A clinical and administrative supervisor for the therapists who is responsible for coordinating all DDOC on-site mental health clinical operations with DDOC through the facility administrator as well as the facility security staff. The supervisor shall:

- Supervise, administratively and clinically, all Mental Health Services Vendor staff providing services within the DDOC;
- Be held accountable by the Mental Health Services Vendor for meeting the mental health program obligations detailed in this RFP; and
- Work closely with the DDOC Mental Health Administrator.

b) The Vendor shall perform mental health assessments, including evaluations to determine whether an offender is competent to make medical decisions, subsequent to referral by the Medical Services Vendor, the facility warden (or designee), or DDOC Treatment staff at intake or at any time during the offenders incarceration.

c) The Vendor is responsible for assuring its staff uses DACS for all its intended purposes related to mental health. Initial training on the system will be provided by DDOC staff. Follow up training is the responsibility of the Vendor.

d) The Vendor shall provide Case Management of offenders with psychiatric histories or symptoms, including:

- Serious mental illness;
- Adjustment difficulties;
- Decompensation;
- Aggressive behavior and/or victimization;
- Suicidal/homicidal ideation;
- Dementia; and
- Other significant cognitive/emotional impairment.

e) The Vendor staff shall be available to all offenders and DDOC staff. The Vendor staff shall participate on various review committees and conduct mental health-related training for the DDOC staff and other health services Vendors at the discretion of the OHS Director.

f) The Vendor will coordinate with the DDOC BCHS training in and actual compliance with the DDOC's suicide prevention procedures to be followed by all health care staff. The Vendor is responsible for suicide prevention as outlined in the DDOC Policy G-05, Suicide Prevention, Policies and Procedures.

g) Mental Health Programming - Upon request or referral, each offender shall receive an initial assessment and orientation to the services available including the following:

i. Individual assignment to Mental Health Services Vendor staff - Each offender identified as in need of mental health treatment

shall be assigned to a primary therapist (at the facility in which the offender resides) who shall provide individualized,

ii. One-on-one treatment and discharge planning, and

iii. Group treatment activities in general population or on a Special Needs Unit and shall also be included in services provided to the extent called for in the program statements developed by the DDOC and determined clinically appropriate by the Vendor's clinicians, and

iv. Group treatment and other mental health programming shall be provided to jail and prison offenders in segregation and in general population.

h) Receiving Screening – Mental health screening at intake will be performed by Medical Services Vendor's staff during the comprehensive intake screening and recorded in DACS. Offenders demonstrating the following will be referred for additional evaluation and testing with a notification to Mental Health Services Vendor's staff via DACS:

- Impaired cognitive functioning,
- Offenders identified as having "special needs" related to mental disorders, and
- Significant psychological distress or positive signs for potential of mental health disease/diagnosis.

In the event of a positive response to a question on the mental health portion of the receiving screening, qualified mental health professionals, including psychiatrists, psychiatric nurse practitioners, psychologists, psychiatric nurses, mental health clinicians or psychiatric social workers will perform further mental health evaluation within 24 hours. The mental health evaluation will be filed in the Offender Medical Record. On-call staff must be available 24/7 for those identified during initial screening to require immediate mental health evaluation and assessment.

i) Treatment Plans - Each offender receiving mental health treatment, who remains in the DDOC for more than 72 hours, will be offered the opportunity to collaborate with the Interdisciplinary Treatment Team (ITT), including representatives from the Medical Services Vendor, the Mental Health Services Vendor, DDOC Security for the facility, DDOC treatment staff, and other ancillary staff, in the development of an individualized treatment plan, and to agree to this plan in writing. Basic plans will be developed by the ITT even when offenders decline to participate.

j) Psychiatric Nursing Services - The Medical Services Vendor's nursing staff shall provide support in delivering mental health medications to the offenders that require it. All psychiatric assessments will receive nursing support and monitoring based on training and orientation provided by the Mental Health Services Vendor.

k) The Mental Health Services Vendor's staff shall participate in the ITT meetings with medical, security, treatment, and other DDOC personnel. The Mental Health Services Vendor shall ensure their staff participate in other areas and activities that pertain to institutional programs and treatment as assigned or selected by the facility warden (or designee) and the BCHS.

l) Offenders undergoing withdrawal from habit forming substances shall be monitored according to the clinical protocols of the Medical Services Vendor. DDOC policies and NCCHC standards.

m) Sex Offender Treatment
The Vendor shall propose a comprehensive sex offender treatment program at all facilities to include at a minimum, assessment, treatment, and discharge planning as required by DDOC. Sex offender treatment services shall be provided at the direction of the DDOC BCHS and as directed by the courts. See 11 Del. C. §§ 4120 and 4121 for an explanation of sex offender registration and community notification requirements pursuant to Delaware law.

n) Psychiatric Watch (PCO)
The Mental Health Services Vendor staff shall be responsible for placing and daily assessment for those offenders that the psychiatrist has placed under a Protective Custody Order (PCO). The Vendor must follow DDOC policies as they relate to psychiatric observation and watch.

o) Segregation
Correctional staff will inform Medical Services Vendor's staff when an offender is placed in segregation. The offender's medical record will be reviewed prior to or within one (1) hour of notification of placement in segregation for medical, dental or mental health conditions by Medical Services Vendor staff. Those offenders found to have conditions which would be contradictory to confinement or would require special accommodations will be identified by a medical provider. Offenders with mental illness will be referred to an appropriate mental health provider for evaluation. The Medical Services and Mental Health Services Vendor will follow DDOC policy E-09, Segregated Offenders, and NCCHC standards. All offenders being transferred to segregation will have a mental health and medical evaluation prior to transfer or within one (1) hour of transfer.

p) Confidentiality/Exchange of Information
The Vendor will ensure that offender health information is handled in accordance with procedures established by Federal and State confidentiality of health information laws and regulations. Vendor's clinical staff shall readily have access to health records produced, or in the possession of, the Medical Services Vendor on behalf of DDOC.

q) Technical Assistance and Training (if applicable)
The Mental Health Services Vendor shall provide suicide prevention training for DDOC staff; managing special mental health populations training for DDOC staff as appropriate, including biennial updates; Vendor's shall submit mental health training curricula to the Bureau Chief for review and approval at least 30 days in advance of intended training.

r) Resolution of Disputes
Resolution of disputes shall be a cooperative effort. The Vendor's Mental Health Administrator shall be the lead for daily problem resolution. The DDOC Mental Health Treatment Administrator, BCHS shall lead the State's problem solving efforts and shall include any of the Mental Health Services Vendor's staff, other Vendor staff, or DDOC staff as is needed to facilitate problem resolution. It is expected that problems will be quickly resolved as a matter of administrative efficiency and responsiveness. Administrative responsiveness is an important criteria for evaluation considered at contract extension.

s) Medical Peer Review and Continuous Quality Improvement
Medical peer review shall be conducted quarterly and shall be defined by the Bureau Chief. Vendor's mental health staff shall participate in the peer review process and discuss findings with facility managers. Vendor's Clinical Administrator shall work cooperatively with the DDOC, and any other DDOC Vendors, to establish and maintain a viable Continuous Quality Improvement System (CQIS). Please see 24 *Del. C.* § 1768 regarding the State of Delaware's statutory peer review privilege.

t) Performance Measurement
Mental health programs shall reflect generally accepted professional standards. The Mental Health Services Vendor's Mental Health Administrator and staff working within each facility shall be responsible for keeping and reporting data necessary for evaluating all programs/services provided. Measurable outcome criteria shall be established that serves as key indicators that mental health generally accepted professional standards are established and maintained. Vendor's Mental Health Administrator shall work cooperatively with the Bureau Chief and the and any other DDOC Vendors to identify and implement mental health generally accepted professional standards that

are appropriate to address offender mental health issues consistent with applicable DDOC policies and NCCHC standards. Statistics indicating that programs/services are meeting the measurable outcome criteria shall be produced by the Vendor on a monthly basis in a form and format that meets DDOC requirements See Appendix D, Performance Monitoring to this agreement.

u) Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

The Vendor shall ensure that a license psychiatrist reviews all mental health screenings and medications within one shift. The psychiatrist will assess the offenders current medications identified at intake and determine a plan for psychotropic medications per professional judgment.

v) NCCHC Accreditation

The Vendor is required to obtain and/or maintain NCCHC accreditation for each and every current and future facility in whole and as to each part in the DDOC. DDOC intends to include specific liquidated damages in the contract between DDOC and the Vendor for any failure to attain and/or maintain such certifications and/or accreditations. The beginning and ending dates of the penalty will be governed by any written communication from the NCCHC. Any date within any calendar month will serve as the beginning and ending dates and each inclusive month, (first, intermediate, and last) of non-accreditation will be assessed the penalty. Any assessed liquidated damages will bear the appropriate legal relationship to the actual harm caused DDOC. Liquidated damages shall not be the exclusive remedy for failure to achieve and/or maintain accreditation.

w) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor's providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

V. <u>Specialty Consultation (provided by the Specialty Consultation Vendor unless otherwise specified)</u>

a) The Specialty Consultation Vendor(s) shall be responsible for administrative efficiency, quality, and cost-effectiveness of Specialty Consultation with approval of the DDOC BCHS. The Specialty Consultation Vendor shall be available to confer with the Bureau Chief at any time given sufficient notice concerning any provisions of the contract, any proposed changes in the contract, or any other matter pertaining to the performance of the contract. This RFP allows for individual vendors for each specialty area, but each vendor must submit a proposal with all component parts as identified in this section.

b) The Specialty Consultation Administrator

The Specialty Consultation Vendor shall provide an Administrator of the Network. The Vendor's Network Administrator shall meet regularly and as needed with the Bureau Chief and such other DDOC staff or service Vendors to coordinate on-site and off-site services.

c) Range of Specialty Consultation

The Specialty Consultation Vendor shall provide a network of specialist and subspecialty providers such that all necessary heath care is provided to offenders in a timely and cost-effective method and consistent with professional standards of quality. These services should be provided on-facility to the amount practicable and off facility as is necessary.

d) Pre-Authorization System

i. Specialty Consultation Vendor shall provide a pre-authorization system that facilitates timely access to care for those offenders with serious medical needs, but that reviews the care requested by the Medical Services Vendor's staff to assure the care requested is:

- Consistent with accepted clinical pathways established for evidence based care;
- The most conservative acceptable approach to provide needed care to adequately address the serious medical need; and
- Quickly redirected if acceptable, lower cost alternatives are available.

ii. The system must be physician driven such that only a physician may determine requested care to be medically unnecessary or inappropriate given the particular facts in the individual case, and only a physician may redirect care.

iii. The system must assure that there is direct physician-to-physician discussion on any care the Vendor's review physician feels may be medically unnecessary or should be redirected such that the clinical picture is fully understood by the reviewing physician, and the concerns of the reviewer are fully understood by the referring physician. If the primary care physician agrees after discussion with the reviewing physician that the care is unnecessary or should be redirected, s/he must document that in the offender health record. If the primary care provider does not agree with the reviewing physician, s/he must immediately initiate the appeal process.

iv. The system must accommodate an appeals system that is quick and that allows the primary care physician to appeal a case, along with his/her supervisor, to a committee of physicians overseen by the DDOC Medical Director or DDOC Medical designee. In addition to the DDOC Medical Director or DDOC Medical designee, the committee shall be composed of (at a minimum):

- The referring primary care physician;
- The primary care physician's supervisor; and
- The reviewing physician.

The DDOC Medical Director or DDOC Medical designee will be the final arbiter in all cases.

e) Network Service Providers

The Vendor shall provide access to the following clinical out-patient medical services, in-patient medical services, and clinical support services at rates reduced from usual and customary charges:

i. Statewide ambulance service such that emergency numbers and protocols for each of DDOC's facilities are established in conjunction with the Bureau Chief.

ii. Access to emergency rooms across the State, especially in proximity of and convenient to the DDOC facilities.

iii. Statewide laboratory services such that any laboratory testing required for any offender can be provided in a timely way and at low cost. The test results must be able to be provided electronically to the DDOC highlighting abnormal values for rapid response, and must be backed up by paper copies. (Excludes HIV testing performed by State Laboratory.)

iv. Community based physician specialists in all medical sub-specialties (note the most frequently utilized specialists listed in Appendix A, Overview of Current Health Care Services).

v. On-site specialist clinics for the most utilized specialties to decrease off-site travel whenever possible.

vi. Specialist support of, and physical plant accommodation for, a telemedicine base station if the DDOC initiates a telemedicine system as desired.

vii. In-patient acute hospital care, including critical care when required. Surgeries and procedures should be performed in an out-patient venue whenever possible, as opposed to in-patient hospitalization. The Vendor is encouraged to negotiate with community hospitals to provide a secured unit for any hospital that has sufficient volume such that two officers may manage the security concerns of more than one prisoner. Any negotiations must include at a minimum the Bureau Chief and representatives of the facility warden's staff at proximate DDOC facilities.

viii. Statewide radiology services for diagnostic and treatment purposes for any procedures that cannot be performed on-site. The films and or studies must be quickly interpreted, and immediately conveyed if there are positive findings.

ix. Statewide physical therapy services to support offender needs. Whenever possible evaluation should be performed on-site. The physical therapist should, whenever possible, set up programs that can be maintained by the Medical Services Vendor's nursing staff on-site.

x. Acute psychiatric emergencies. To assure that there is coverage for those situations which may occur at DDOC facilities related to psychiatric crisis.

f) On-site Dialysis Services

The Vendor will be responsible for providing a nephrologist to manage a 3 bed dialysis unit located within the James T. Vaughn Correctional Center (JTVCC) infirmary. JTVCC has 3 dialysis machines and in 2008 provided treatments to male dialysis offenders on a schedule of 3 times per week.

Baylor Women's Correctional Institution (BWCI) currently has no dialysis offenders, however, the Vendor is expected to accommodate treatment for any female needing dialysis treatment during the course of the contract either by access to community dialysis or by providing a portable dialysis machine for BWCI should the volume of female offenders make it more cost effective to do so, consider treatment costs, nephrologist management, and security costs for off-site transportation. Included in the on-site services shall be:

- An initial assessment of each dialysis offender;
- An individualized care plan for each dialysis offender;
- A monthly follow-up visit for each dialysis offender;
- Assessment of renal offenders to determine the need for dialysis from any facility in the State; and
- Evaluations, at the request of the Medical Services Vendor and/or the DDOC, of offenders whose condition may make them candidates for renal transplant.

All of the above are to be included in the offender health record.

g) Infectious Disease Services

The Vendor must provide:

i. Infectious disease management services that meet professional standards consistent with the NCCHC, the Delaware Division of Public Health, recommendations from the CDC as interpreted for offenders by the Bureau Chief, as well as the DDOC's

policies as they relate to infectious disease diagnosis and treatment.

ii. Offender management must be provided only through one or more Board Certified Infectious Disease Specialist(s) or, at a minimum, be supervised by a Board Certified Infectious Disease Specialist(s).

iii. Provision of comprehensive oversight and medical care to those with HIV/AIDS, Hepatitis C, and other infectious diseases. All services provided under the proposal must be coordinated with the Medical Services Vendor.

iv. Proper and appropriate documentation of services and record keeping, including written recommendations to the DDOC Medical Director or DDOC Medical designee on necessary formulary additions with updates as required by advancing pharmacology.

The Medical Services and/or the Mental Health Services Vendors providing shall provide the following support services at the local facility:

- The Medical Services Vendor will provide Laboratory support, as needed, for laboratory studies needed, per existing contractual arrangements.

- Baseline and diagnostic chest x-rays will be provided by Medical Services Vendor.

- The Medical Services Vendor will provide necessary office and medical supplies required for the ongoing operation of all facility clinic operations. Equipment unavailable at the clinic facility's will be provided by the Specialty Consultation Vendor and will remain the property of the Specialty Consultation Vendor unless advantageous for the DDOC to purchase.

- The Mental Health Services Vendor will provide mental health services to evaluate the psychosocial needs of the offenders and plan interventions to help meet those needs.

- The Medical Services and Mental Health Services Vendors will provide joint case conferencing on active offenders on a regular basis. The Vendor's social workers, mental health staff and nursing staff will be active participants in the post-discharge planning activities to assure smooth transition to the State Medicaid Waiver or other appropriate Program.

h) Case Management of Hospitalized Offenders

i. Offender status shall be monitored daily and reports for offenders in individual facilities shall be shared with primary care provider, facility manager responsible for on-site continuity of care and DDOC staff designated by the DDOC Bureau Chief;

ii. A daily physician to physician report on all hospitalized offenders shall be provided to BCHS Medical Director as outlined;

iii. Statewide system summary information is sent to the Bureau Chief and DDOC Medical Director daily;

iv. Connection is made and kept with the hospital's utilization managers/discharge planners such that discharges can be arranged as soon as possible;

v. Discharge summary information including offender instructions are obtained at discharge and shared with the offender's facility health care staff such that appropriate care can be continued on-site; and

vi. Coordination and cooperation with the Utilization Review Services Vendor.

i) Confidentiality/Exchange of Information

The Vendor will ensure that offender health information is handled in accordance with any applicable procedures established by Federal and State confidentiality of health information laws and regulations. Medical Services Vendor's staff shall have ready access to health records produced or in the possession of any other DDOC Vendor to perform required services under this contract.

j) Resolution of Disputes

Resolution of disputes shall be a cooperative effort. The Vendor's Administrator shall be the lead for daily problem resolution. The Bureau Chief shall lead the State's problem solving efforts and shall include any of the Vendor's staff, other Vendor staff, or DDOC staff as is needed to facilitate problem resolution. It is expected that problems will be quickly resolved as a matter of administrative efficiency and responsiveness. Administrative responsiveness is an important criteria for evaluation considered at contract extension.

k) Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

l) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative explaining how the alternative mechanism is more advantageous to the State than the required pricing structure.

VI. Utilization Review (to be performed by the Utilization Review Services Vendor unless otherwise specified)

The Vendor is asked to provide integrated information concerning care – this allows effective monitoring of care management practices. For example, information regarding the number of infirmary bed days and community hospital days must also include the number of infirmary bed days and community hospital days for one episode of care.

The Vendor must provide a Utilization Review Program that will include:

i. An identified percentage of all cases for medical provider review,

ii. An identification of whether the determination is such that a medical provider becomes involved,

iii. The number of medical provider requests that would be reviewed in a year, identifying how many were approved for Medical/surgery, Mental Health and Dental Services. Provide data for each category separately,

iv. Describe the Vendor's coding system of diagnoses and procedures, and

v. Describe the Vendor's review criteria and procedures for determining each of the following:
   - Medical necessity for proposed treatment, including chemical dependency withdrawal

- Medical necessity for admission to off-site facility
- Medical necessity for admission to the infirmary
- Necessity for continued stay
- Mental health care (in-patient and out-patient)
- Necessity for surgical procedures (in-patient and out-patient)
- Case management
- Out-patient services

The Vendor will have a process in place to assure that they work with all other vendors to assure that Utilization Review identifies the cost mechanisms influencing the costs associated with the service.

The Vendor will cooperate with and provide requested information to BCHS Utilization Review staff and Quality Assurance Staff in order to provide DDOC information on fiscal and operational efficiency of Vendor services.

a. Pricing and Payment

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

b. Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

VII. Pharmacy Services (to be performed by the Pharmacy Services Vendor unless otherwise specified)

The Vendor shall:

a) Provide a system for medications that meet at a minimum the following; the next day on-site delivery for each electronically transmitted and signed new prescription order that is received before 3 PM every weekday and on Saturdays via over-night delivery through a reputable carrier. Refills will be transmitted at a minimum, a few days before they are due.

b) Provide a system for ordering, monitoring on-site receipt, and maintaining an inventory of pharmaceuticals in a safe, secure, and organized fashion. The system must include an error tracking system consistent with applicable standards.

c) Provide any necessary training on-site for other Vendor or DDOC staff assigned to receive and maintain the medication inventory in preparation for administering, and for ordering new medications or re-ordering medications for DDOC offenders.

d) Provide for STAT medications, medications that must be delivered within 6 hours by subcontracting with a local pharmacy to provide prescriptions services at a reduced rate.

e) Provide Vendor's prescribers the capability to electronically transmit prescription orders to the pharmacy for dispensing. As part of this solicitation, Vendor shall identify the system/means of transmission, provide, install and maintain necessary equipment and support services.

f) Provide on-line 24-hour computer or telephone access to Vendor's pharmacist licensed to practice in Delaware for consultation on medications dispensed.

g) Provide the facsimile (fax) machine or other electronic means, with appropriate encryption or secure electronic means for transmittal of prescriptions at Vendor's expense to allow the forwarding of prescription OTC orders electronically.

h) Provide a system for recording all offender data, e.g., offender SBI number, date of birth, drug allergies, etc., necessary to provide the prescription to the pharmacy.

i) Provide prescriptions consistent with the available formulary or approved non-formulary medications.

j) Provide notifications of contraindications, e.g., drug interactions, drug allergy, or incorrect dose.

k) Provide feedback if non-formulary medications are not requested with the proper authorization.

l) Provide the ability to print a hard copy of the faxed, or other electronic means, prescription order at the facility for all orders transmitted to the remote pharmacy. This record will be used by staff to verify that orders transmitted are received within twenty-four (24) hours.

m) Packaging of Dispensed Medications

i. Vendor will provide a barcode order check-in software system or an acceptable alternative to be approved by DDOC. With this system facility may check orders in more automated then by hand using a delivery sheet. Medications are to be delivered, bundled by offender and sorted by regular medications and scheduled medications. Within scheduled medications, psychotropic medications must be separated for ease of identification.

ii. Medications are to be dispensed in "blister pack" cards, or similar unit-dose packaging method, providing accountability of drugs administered, security, cost effectiveness and ease of storage and distribution. Prescription packages must be labeled to meet State and Federal labeling requirements.

iii. Offender blister cards, or selected method of packaging medications determined appropriate by Vendor and DDOC, shall contain a thirty (30) day supply of medications or quantity to be determined by Vendor and DDOC.

iv. Vendor pharmacy services shall include provisions of compounded intravenous solutions (e.g., antibiotics) to be administered in DDOC.

v. Packaging shall minimize the waste of medication.

n) Generic Medications

i. Generic medications, when available, are to be used except where bioequivalence issues have been documented. Generic medications shall be substituted for brand name unless otherwise indicated by physician on a non-formulary request form.

ii. The Vendor shall ensure availability of generic substitutes and report reasoning for any unavailability and plan and target dates for provision thereof.

o) Over-The-Counter (OTC) Medications and Stock Medications Inventory

i. Vendor shall establish a stock supply of commonly utilized medications (OTCs, legend and controlled substances) for administration to offenders prior to receipt of their actual offender-specific prescription.

ii. Stock medications shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system, developed by the Vendor, to ensure accountability.

iii. The Vendor shall train all involved DDOC and Medical Services and Mental Health Services Vendors' staff that are involved in the process subsequent to their duties and responsibilities, in order to initiate and maintain the system. The training program shall be approved in advance by the DDOC Medical Director.

iv. Stock medications shall be approved by the DDOC Medical Director. Over the Counter (OTC) medications that are ordered by the physician or ordered for use by DDOC.

p) Storing Packaged Medications

i. All packaged medications, shall be stored in a lockable storage device, e.g. medication cart, to be supplied by the Vendor or currently on-site. The medication carts must be so constructed with a door locking mechanism to prevent unauthorized access to medication while being stored during non-medication administration time and during transit to units.

ii. The Vendor shall provide additional carts to accommodate its system if the available medication carts currently utilized by DDOC are not adequate to the task. (Appendix I – Cart Inventory).

q) Medication Delivery Schedule

i. The Vendor shall provide prescriptions ordered by 3 PM (Delaware time) by the next day. The Medical Services Vendor's staff will order refills at least 3-5 days prior to their due date. Routine delivery shall be available six (6) days a week, with procedures established for stock medications and provision for STAT medications.

ii. The Vendor shall provide, through an agreement with a local pharmacy, urgent delivery of STAT medications and pharmaceutical supplies within six (6) hours of placing the order. Urgent delivery shall be provided twenty-four (24) hours per day; seven (7) days a week and procedures for accomplishing cost-effective, emergency delivery shall be part of the Vendor proposal.

iii. Vendor shall provide, through an agreement with a local pharmacy, emergency delivery of life sustaining formulary and/or non-formulary STAT medications that need to be obtained within one (1) hour of

placing the order. Delivery shall be twenty-four (24) hours per day, seven (7) days a week.

iv. The Vendor will provide a 30 day supply of discharge medications for those offenders who have been incarcerated for at least 14 days and who have a need for chronic care, special medical and mental health needs.

v. The Vendor is encouraged to apply for funds from the Ryan White Drug Reimbursement Program for those offenders with HIV/AIDS discharged from DDOC facilities.

r) Pharmacy and Therapeutics Committee

i. The Vendor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The Bureau Chief shall determine the composition of the committee and approve the reports for the committee. The committee will be multidisciplinary in its membership.

ii. The Vendors' consultant pharmacist must schedule a visit prior to each Pharmacy and Therapeutics Committee Meeting to assure that inspection reports can be shared at the Meeting, issues discussed, and any necessary administrative actions taken.

s) Formulary Development

i. The Vendor shall establish a formulary of legend drugs for use within the facilities. This formulary must meet with the approval of the DDOC Medical Director and must be current with community standards of practice within managed care environments. A comprehensive policy and procedure, consistent with DDOC Policy and NCCHC standards shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the Vendor's on-site Medical Director to approve or deny any non-formulary request including psychotropic medications. The Vendor shall submit a draft formulary with their proposal.

ii. The Pharmacy Vendor shall also develop a formulary for OTC products and shall coordinate it with the use of approved nursing protocols for minor, self-limiting illnesses among the offender population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

iii. The Vendor shall provide technical assistance to the Medical Services and Mental Health Services Vendors, and to the Bureau Chief or DDOC Medical Director, regarding the definition and procedural use of OTC's and a list of legend medications that may be safely self-administered by offenders (also known as Keep On Person (KOP) medications). The procedure should include restriction of KOPs for any offender unable to manage the responsibility of self-medication.

iv. The Vendor shall provide a managed formulary (for legend drugs and OTCs) that will foster safe, appropriate and effective drug therapy. It will accomplish the following:

- Promote cost containment/effectiveness without increased risk of adverse consequences or therapeutic misadventures.
- Promote rational and objective drug therapy.
- Promote appropriate generic drug utilization and use of the lowest cost therapeutically equivalent drug within a category.
- Work with other state agencies to purchase medications in bulk at the state agency rate.

t) Quality Improvement and Consulting Pharmacist

i. The Vendor shall assure that every medication dispensed is in compliance with the prescribed orders and has been carefully reviewed for information by a pharmacist registered in the State of Delaware.

ii. A description of the Vendor's Continuous Quality Improvement System (CQIS) shall be included in their technical proposal.

iii. The Vendor must provide a registered pharmacist to conduct a quarterly facility audit and quality improvement review. The audit document used by the Vendor must be consistent with the accreditation requirements established by the NCCHC and DDOC, as appropriate, and must be approved by the Bureau Chief.

u) Policy Development

The Vendor shall assist in the review of DDOC pharmacy policy and procedure. Development of any new policy language will be in conjunction with, and approved by, the Bureau Chief. The Vendor shall review the DDOC Policies annually and recommend modifications as necessary.

v) Medication Administration Record (MAR)

The Vendor shall generate and maintain Medical Administration Records (MARs) to DDOC for all offenders.

w) Pharmacy Consultation and Inspection

i. The Vendor must have the personnel resources to provide consultant services by a pharmacist and/or physician for analysis and consultation with the DDOC Medical Director on prescribing practices and treatment alternatives. Vendor must work collaboratively in the collecting and reporting of data and in the development of indicators to be measured.

ii. The Vendor shall conduct quarterly on-site inspections which shall be standardized and include aspects of pharmacy from the point of prescription order handling, through dispensing, administration/distribution, through the act of documentation. The pharmacist shall inspect all areas where the medications are stored and maintained at DDOC. The inspection shall cover other aspects of pharmaceutical management such as storage conditions, security, disposal practices, return of unused medications, and documentation of inventory management for stock medications, psychotropic medications and controlled substances. Security aspects such as double-locking shall be included. Survey of the physical plant shall be included such as light, temperature control, moisture, and refrigerator use shall be included. The inspecting pharmacist shall produce a report from each inspection and suggest corrective action plan for any areas found problematic. The reports shall be provided to the Vendor's on-facility Support Services Administrator within 10 calendar days of the inspection. The Vendor shall provide timely follow-up and problem resolution on any issue within its area of responsibility.

iii. Upon obtaining the contract and in preparation for providing services, the Vendor shall provide an initial inspection to determine the needs of each facility of health care services and to determine needs with respect to pharmacy storage, dispensing, and pharmacy security issues. Recommendations shall be presented to the Bureau Chief within 10 business days of the inspection.

x) In-service Training and Orientation

The Vendor shall provide on-site in-service/training during system implementation for all appropriate parties that will be involved with administering and/or ordering medication or pharmaceutical supplies. Additional on-site training shall be provided as necessary. Assistance will

be provided to the Medical Services and Mental Health Services Vendors' staff in the development of "in-house" trainers for on-going familiarization and training in the pharmacy system. The provision of updated training materials to DDOC and its agents involved in the prescribing, ordering, receiving, storing, and dispensing of medications shall be the responsibility of the Vendor.

y) Non-Formulary Request System

i. The Vendor's dispensing system must assure that offender medication is in accordance with the DDOC formulary. However, a documented mechanism must be in place to allow the Vendor's providers to authorize non-formulary or alternate medication where clinical need dictates.

ii. The Vendor shall be responsible for establishing a non-formulary approval process and a feedback mechanism to the DDOC Medical Director in the event a non- formulary medication is ordered without the appropriate use of a non-formulary request form. This feedback system must be such that the continuity of offender care is not compromised or unduly disturbed with respect to expediting the medication order.

z) Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

aa) System Implementation (See related language in subsection k, above. Pharmacy Consultation and Inspection)

The Vendor shall provide a Project Work Plan identifying and documenting the detailed requirements/specifications for integrating the

Pharmacy Services System into DDOC operations. The Vendor shall include the following in the Project Work Plan:

i. An implementation schedule, to include start date from award of contract. The Vendor will have a maximum of sixty (60) days to complete implementation process.

ii. DDOC facility representatives during implementation to be determined by the Bureau Chief.

iii. Document all requirements and specifications for integration and implementation.

iv. Identify equipment, facility, personnel and logistical needs required by Vendor during implementation to be provided by DDOC.

v. Identify equipment, software, logistical support and personnel available to DDOC during and after implementation.

vi. Detail the process for training of DDOC personnel.

vii. Identify how current offender prescriptions/MARs will be transferred to the Vendor's system.

bb) Reports

i. The Vendor shall provide an internet secure web-based integrated reporting system for DDOC use that provides up-to-date data (previous day's orders must be viewable) on all pharmaceuticals ordered for DDOC utilization management. This system shall provide for reporting by dates(s), cost, facility, prescriber, offender, drug or drug category utilization or any combination thereof, as well as those prescriptions needing to be refilled. In addition, monthly reporting of drug returns, and prescription errors shall be provided.

ii. The Vendor shall work collaboratively with the Medical and Mental Health Services Vendors in the collecting and reporting of data and in the development of indicators to be measured and standard reports for management and administrative purposes. These will include, but not be limited to, reports monitoring provider prescription practices against the DDOC formulary, established in conjunction with the Vendor, and any reports necessary for cost audit purposes. The Vendor shall provide the DDOC Director, Health Services upon request specific report detailing medical information within one business day.

cc) Pricing and Payment (See also Appendix G)

i. Vendor pricing shall be as follows: Total pricing shall include base cost (actual acquisition cost) of medications or pharmaceutical supplies plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per prescription may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net medication expense.

iv. Service Fee per Prescription: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the pharmaceutical supply or medication. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Manufacturers' rebates will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

VIII. Female Health Care Services (to be provided by either the Medical Services Vendor or a Female Health Care Vendor unless otherwise indicated).

The Vendor is to provide female health care that is age appropriate and in accordance with NCCHC and other generally accepted professional standards.

a) The Vendor shall provide the following female preventative health care services:

   i. Cervical Cytology
   ii. Mammography
   iii. Screening PAP

b) The Vendor shall provide the following female health care services:

   i. Regular prenatal care
   ii. Post partum care
   iii. Pregnancy testing on intake
   iv. Neonatal care
   v. Education on the care of infants
   vi. Pregnancy counseling
   vii. Health education
   viii. Coordination with community programs and social services
   ix. All other chronic, sick or other care described in Section B 1-5.

c) *Telemedicine Support*

   All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

d) Tool Inventory

The Vendor will provide the security superintendent or designated officer of each facility a daily inventory of tools and medicine. The Vendor will develop and implement procedures for tool and medicine control, including dental tools, syringes and keys, that is compatible with state and Federal regulations and laws and acceptable to the DDOC. The DDOC has the right to inspect daily inventory logs.

Security/privileged information pertaining to the DDOC, institutional security, offender health care, or Vendor will only be released on a need-to-know basis after appropriate DDOC authorization or pursuant to law.

The Vendor will be responsible for ensuring that its personnel, including subcontractors, adhere to the DDOC's security and clearance procedures. Any Vendor personnel accessing DDOC and/or State information systems must adhere to all clearance procedures. Violations of information system clearance procedures may be subject to criminal or civil penalties.

The Vendor and its personnel will be subject to and will comply with all DDOC and institution security operating policies and procedures. Violations may result in the employee being denied access to the institution. In this event, the Vendor will provide alternate personnel (subject to DDOC approval) to supply uninterrupted services.

e) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of

product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

IX. <u>In Patient Hospital Services (to be provided by the Hospital Services Vendor unless otherwise specified)</u>

This category includes all forms of in-patient hospital care for offenders, including but not limited to critical care, general hospital services emergency room utilization, inpatient case management, and discharge planning. Surgeries and procedures should be performed in an out-patient venue whenever medically appropriate. Non-hospital vendors are encouraged to negotiate with community hospitals regarding the management and utilization of hospital bed space. All Vendors are encouraged to propose new methods to economize offender hospitalization.

i. *Confidentiality/Exchange of Information*

The Vendor will ensure that offender health information is handled in accordance with any applicable procedures established by Federal and State confidentiality of health information laws and regulations. Medical Services Vendor’s staff shall have ready access to health records

produced or in the possession of any other DDOC Vendor to perform required services under this contract.

ii. *Resolution of Disputes*

Resolution of disputes shall be a cooperative effort. The Vendor's Administrator shall be the lead for daily problem resolution. The Bureau Chief shall lead the State's problem solving efforts and shall include any of the Vendor's staff, other Vendor staff, or DDOC staff as is needed to facilitate problem resolution. It is expected that problems will be quickly resolved as a matter of administrative efficiency and responsiveness. Administrative responsiveness is an important criteria for evaluation considered at contract extension.

iii. Telemedicine Support

All on-site Vendor's clinical providers and ancillary staff, and all off-site specially engaged by the Specialty Consultation Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor is encouraged to include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

A) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

X. <u>Administration (to be provided by the Medical Services Vendor unless otherwise specified)</u>

a) Coordination and Communication with DDOC

To ensure that DDOC's needs and the medical needs of the offenders are met, each Vendor must coordinate closely and communicate regularly with the warden or designee in each facility and, with the BCHS. Coordination and communication are a priority issue for the DDOC. Many incidents, security issues, miscommunications, and insufficient or inappropriate medical care can be avoided through appropriate communication and coordination.

Although some communication requirements are specified in the RFP, the DDOC expects the Medical Services Vendor to establish daily communication protocol with the DDOC BCHS and facility administrative staff that is approved by the Bureau Chief. The DDOC also expects that Medical Services and Mental Health Services Vendors' administrative staff have a single contact person in each facility and that the contact person be available in the facility on a daily basis. The Vendor is responsible for informing DDOC of a change or substitution, whether temporary or permanent, of the single contact person in each facility. The Vendor must keep the DDOC administrative staff in each facility informed of issues and problems, their resolution, special needs and special medical circumstances as well as any other pertinent medical information.

In addition, the DDOC expects the Medical Services Vendor to coordinate closely with the administrative and security staff in each facility in regard to Sick Call, off-site appointments, medication distribution and other medical services. It is the Vendor's responsibility to coordinate with the DDOC BCHS and facility administrative staff in the provision of medical services.

b) DACS Data Entry Mandatory

1. The Delaware Automated Correctional System (DACS) is a web-based offender management system. DACS uses Oracle Database© and Oracle© tools to store and retrieve data. Use of the DACS medical module and all the components therein is a material requirement of any health care services contract. This includes mandated data entry related to intake, transfer, scheduling, chronic care, specialty consult, Sick Call and mental health appointments, and any subsequent additions to the medical module. Initial training on the system will be provided by DDOC staff. Follow up training to be provided by the Vendor.

c) Human Resources Management

1. Obligation for Facility Health Unit Administration

Each Vendor shall identify a management staff member for each major facility who shall be responsible to the Vendor for corporate and administrative functions related to contract implementation and for liaison activities with the Bureau Chief. Unless noted above, this individual may be at the facility or regional level and his/her job description is subject to advance written approval by Bureau Chief. The Vendors are responsible for daily communication with the BCHS Regional Administrators according to the established

protocols for communication developed by the Vendor and approved by the Bureau Chief.

2. *Recruitment and Retention (See Appendix G, Pricing, for additional information related to Staffing.)*

   Each Vendor responsible for providing staff to the DDOC under this solicitation must have a continuously active recruitment and retention operation designed to attract qualified health professionals and keep all positions filled, especially clinical positions. The plan must be in writing and accepted by the Bureau Chief.

3. *New Employee/Contractor Training and Unit Orientation*

   Each Vendor responsible for providing staff under this solicitation must have a written New Employee Orientation and Training Plan and a system for quickly moving new employees through the training. The Vendor must work closely with the Bureau Chief to coordinate Vendor's orientation and training programs with DDOC mandatory new contractor training/orientation modules. In addition, the Vendor must have a system for privileging licensed and certified health care professionals that targets essential basics for safe offender care. A program for clinical skills update for all health professionals is also required in the written plan. DDOC-approved suicide prevention training is mandatory for all on-site Vendor employees.

   As part of the plan, the Vendor must provide basic orientation training and biennial updates to DDOC officers on the recognition of altered physical or mental states associated with medical conditions.

   The Vendor will be held accountable for providing monthly updates (electronically) on DDOC staff orientation and training including specific training/orientation by facility and the individuals involved.

4. *Credentialing and Privileging of Professional Staff (initial and on-going)*

   Each Vendor responsible for providing staff under this solicitation shall have a system for credentialing and privileging staff that is approved by the Bureau Chief. Each off-site service requiring licensure and certification in the State of Delaware used by any Vendor shall have that licensure or certification on file and be in

good standing without practice restrictions. See DDOC Policy C-01, Credentialing, for further information.

5. *Work Hours Required On-Site*

   A 40-hour week is full time. Meal breaks shall not be reimbursed. Credit for filling a post is given when an individual reports for duty at the facility to provide clinical service. Travel time is not considered as time worked with regard to the staffing hours.

   All fulltime hours shall be spent on-site at a facility, except as is otherwise expressly agreed to in writing by the Bureau Chief. Vendor must supply written documentation detailing schedules which are not consistent with the 40 hour week. This might include the pharmaceutical, network or other Vendors. Facility staffing work schedules may be modified only upon prior written agreement between the DDOC BCHS and the Vendor. Each Vendor responsible for providing staff to the DDOC under this solicitation must obtain approval for any Vendor staff off-site training time. The maximum allowable training time per individual clinical staff member is 40 hours per year. Staff training planned for Vendor's non-clinical staff should be clearly presented in Vendor's response to this RFP. The DDOC will not count staff time in attendance at off-site meetings unless so authorized in advance by the DDOC BCHS.

6. *Offender Grievances and Inquiries/Complaints Regarding Offender Care*

   Each Vendor will act on all complaints and inquiries received from the DDOC BCHS and others as directed by the DDOC Office of Health Services pertaining to health care-related problems, including a comprehensive written response to the complaint to assure the problems are addressed and resolved. The Vendor's policies and procedures must mirror those of the DDOC. The Vendor must comply with all DDOC offender complaint/grievance procedures as referenced in DDOC policy. The Vendor must utilize DACS for grievance initiation and follow-up communication.

   Each Vendor will maintain comprehensive monthly information on all grievances filed and actions taken at each institution, in the format that is specified by the DDOC and provide monthly summaries as a part of the Monthly Health Services Report. The DDOC reserves the right to review any offender complaint and the Vendor's actions. The Vendor must implement DDOC

recommendations in disputed cases. No additional costs to the DDOC will be permitted in such cases.

Additionally, each Vendor must provide timely investigation and reports for all complaints and inquiries. In all such cases, the DDOC has the final authority to resolve such complaints.

7. *Policies, Procedures, and Guidelines/Protocols*

Each Vendor will follow DDOC BCHS policies and procedures. Each Vendor will develop uniform policies, procedures and guidelines/protocols consistent across all institutions and facilities at the beginning of the contract. They must be submitted to the DDOC for approval within 90 days of contract award and must meet NCCHC standards and be consistent with DDOC policies and procedures. Each Vendor will provide the DDOC with a sufficient number of copies of their polices, procedures, protocols and guidelines as is necessary to supply DDOC administrators. All changes/revisions shall be supplied 30 days prior to the intended initiation of such changes/revisions and be approved by the BCHS. Copies of annual review sheets referenced in the NCCHC standards must also be supplied. All Vendor policies and procedures are subject to final approval by the DDOC.

8. *Continuous Quality Improvement*

Each Vendor shall have a written continuous quality improvement system showing the continuous emphasis on quality it dedicates to all programs and services provided. The program shall be evidence based, i.e., it shall be supportable by data collected and compiled by the Vendor on all service areas it provides under this contract. While utilization plays a role in the efficiency of services provided, quality indicators in the form of Outcome Measures must be established in coordination with the DDOC to assure both efficiency and quality. Each Vendor will work with the DDOC through its quality committee to develop a common form, format, and schedule for quality improvement reporting to ensure a system and tools for monitoring Vendor's efficiency, effectiveness, and quality of services. Monthly reporting to the Bureau Chief is mandatory and must be received prior to the Vendor receiving payment for the reporting month. The goal is to assure adequate access to care for offenders with serious medical illness, to improve offender outcomes, and to meet NCCHC standards.

9. *Morbidity and Mortality Review (See requirements in DDOC Policy A-10.1, Morbidity and Mortality Review)*

   Each Vendor providing on-site clinical staff must provide clinical participation in the DDOC Morbidity and Mortality Review Committee meetings consistent with DDOC Policy and NCCHC Standards.

10. *Post-Critical Incident Review*

    Each Vendor must participate in the DDOC post-critical incident review process as defined in DDOC policies.

11. *Risk Management*

    Risk Management is an essential administrative adjunct component to a clinical CQI system. Data from CQI activities, Morbidity and Mortality Review, and Post-Incident Review must be analyzed to review issues and determine trends that would suggest opportunities for improvement. Each Vendor shall work with the DDOC BCHS to develop and supply these reports. Reports should be free of individual offender identifiers and be used for the purpose of rapid problem identification and resolution following a business case scenario.

12. *Informed Consent/Right to Refuse Treatment*

    To assure that the offender receives the material facts about the nature, consequences and risks of any proposed treatment, examination, or procedure and the alternatives to the same, a written informed consent will be obtained according to DDOC Policy, using DDOC forms.

    In every case in which the offender, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal must be in writing according to DDOC Policy, using DDOC forms.

13. *Telemedicine Expansion*

    The DDOC sees advantage in the implementation of a telemedicine system for certain applications to provide faster access to care at remote facilities and to reduce the number of off-facility visits that generate substantial security costs and pose some risk to the community. Any Vendor who wishes to include a

base station and remote stations as part of their plan for offender care should provide a complete written plan including the physical plant specifications required, and the equipment the Vendor will purchase to implement the system. In advance of implementation the DDOC Office of Health Services, in conjunction with the Department of Technology and Information, must approve any proposed telemedicine program. It is intended that telemedicine be used appropriately so that it does not affect the quality of care provided to the offender. The Vendor must be specific on the plans, protocols, and specialty services intended to be included in the plan.

14. *Records and Reports*

The DDOC maintains an electronic tracking system which contains health care elements called DACS. Vendor's staff is responsible for timely entry of information on the system. Monthly Health Services Reports whose form and format are to be defined by the DDOC (including utilization data, risk management, and quality improvement activity summary reporting, etc. are to be completed by the Vendor each month and provided to the Bureau Chief in the form and format proscribed by the DDOC. The DACS data entry must be timely and, the Reports must be received by the 10th of the month for the preceding month, before any monthly payments to the Vendor will be released.

15. *Response Team*

Vendors will be a participating member of the DDOC's response team that provides and participates in post trauma incident debriefings and counseling services for critical incidents including disaster and pandemic episodes. Services will be provided both on- and off-facility to the Vendor and DDOC staff. Sessions are to be attended simultaneously by all DDOC and Vendor employees involved. These Response sessions are intended to expedite the recovery process, help foster a better understanding of the roles and traumas each person suffered, aid in recovery, and promote a better understanding and appreciation for the roles played by the DDOC and Vendor employees.

16. *Cooperative Interaction with Other Offender Heath Services Vendors.*

Each Vendor shall work cooperatively with any and all other health care Vendor(s) selected by the DDOC to provide comprehensive services to DDOC offenders such that access to care, continuity of

care, and quality of care are maintained. Administrators and Clinicians will participate in such standing and *ad hoc* committees to coordinate Vendor activities as is determined necessary by the Bureau Chief.

17. Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

XI. Substance Abuse Treatment Services

(A) Scope. DDOC requires substance abuse treatment services for the following programs in Delaware:

i. Key North Program at Howard R. Young Correctional Institution in Wilmington, DE
ii. Key South Program at Sussex Correctional Institution in Georgetown, DE
iii. Key Village Program at Baylor Women Correctional Institution in New Castle, DE
iv. CREST North Program at the Plummer Community Correctional Center in Wilmington, DE
v. CREST Central Program at Morris Community Correctional Center in Dover, DE
vi. CREST South Program at Sussex Community Correctional Center in Georgetown, DE
vii. CREST North Program for Women at Women Work Release Treatment Center in New Castle, DE
viii. 6 for 1 Program at Howard R. Young Correctional Institution in Wilmington, DE
ix. Young Criminal Offender Program at Howard R. Young Correctional Institution in Wilmington, DE
x. Boot Camp Program at Sussex Correctional Institution in Georgetown, DE
xi. Aftercare Program, statewide

Vendors must propose services that meet the minimum requirements as specified herein. Services in excess of those required by the DDOC (or in excess of those approved under a final contract) must be in writing and approved in advance by the DDOC.

It is the intent of the DDOC that the successful Vendor provides treatment services to as many individuals as possible, within the parameters of the described scope of services, and within the total funds available for this project. Keeping the treatment beds filled is a priority for DDOC as overcrowding is an ongoing challenge in any prison environment. In conjunction with DDOC's ability to make appropriate referrals and move prisoners to the designated programs, the contract treatment Vendor is

responsible for recruitment and must keep the treatment beds filled with appropriate offenders.

(B) Program Description

(1) Target Population

(a) Prison Programs

On any given day within DDOC's institutions, hundreds of offenders, with 12 - 30 months left on their sentence, need the level of treatment offered by the different therapeutic community programs. The target population consists of offenders who have a serious history of substance abuse and substance abuse related crimes. They are individuals who typically do not gain long-term benefits from less intensive treatment programs. The programs are not intended for seriously mentally ill offenders, or offenders with serious medical conditions.

(b) Community Correction Programs

DDOC is committed to increasing the success of offenders who are transitioning from prisons to the community. Some offenders who are anticipated to be eligible for release in less than 180 days are provided transitional services to facilitate reentry into the community. The Vendor must coordinate the transition of offenders who complete the Key Programs to community correction programs.

(c) Aftercare

DDOC believes that released offenders with strong support and accountability systems are less likely to re-offend. Furthermore, it is expected that aftercare will lower recidivism and make Delaware a safer place to live. Aftercare is the third and last step in Delaware's substance abuse continuum of care. Offenders who complete one of the Key programs and go on to complete a community correction program (CREST) are expected to participate in a 6 months aftercare program. The contractor will be required to work in collaboration with probation/parole officers and other organizations as needed toward keeping released offenders away from returning to prison.

(2) Referral Process

The Key programs will serve offenders who have been identified as candidates for the programs, from many of DDOC's institutions across the state. The DDOC classification staff will refer the candidates to the Key programs based on information provided during the admission interviews and based on sentencing orders. Offenders will be referred to the Key programs so that their community correction eligibility coincides with their estimated program completion date. Most of the offenders who successfully complete the Key program will be rewarded for their successful program participation with opportunities to transition into community correction programs (CREST Programs).

(3) Recruitment

Although the DDOC's classification staff will refer candidates for program participation based on their substance abuse history and/or sentencing orders, recruiting offenders to participate in Therapeutic Community ("TC") programs is the sole responsibility of the vendor. The Vendor must maintain a list of eligible candidates and coordinate with DDOC to ensure that eligible candidates are placed in the appropriate treatment program based on clinical indicators.

The Vendor must review new admissions, interview offenders, examine sentencing orders, and develop a list of potential candidates for the programs. The vendor must communicate with classification and security staff to coordinate transferring offenders who meet the admission criteria into the programs.

(4) Physical Locations of the TC Program

i. Key North Program at Howard R. Young Correctional Institution in Wilmington, DE
ii. Key South Program at Sussex Correctional Institution in Georgetown, DE
iii. Key Village Program at Baylor Women Correctional Institution in New Castle, DE
iv. CREST North Program at the Plummer Community Correctional Center in Wilmington, DE
v. CREST Central Program at Morris Community Correctional Center in Dover, DE
vi. CREST South Program at Sussex Community Correctional Center in Georgetown, DE

vii. CREST North Program for Women at Women Work Release Treatment Center in New Castle, DE
viii. 6 for 1 Program at Howard R. Young Correctional Institution in Wilmington, DE
ix. Young Criminal Offender Program at Howard R. Young Correctional Institution in Wilmington, DE
x. Boot Camp Program at Sussex Correctional Institution in Georgetown, DE
xi. Aftercare Program, statewide

(5) Collaboration between the Treatment Vendor and Security Staff

While security is the primary concern of any Delaware correctional facility, a healthy and effective treatment program enhances security. DDOC is committed to providing treatment opportunities to offenders in order to enhance their ability to live free from negative consequences of addiction.

New treatment staff will receive training on basic security measures from the DDOC staff. Vendor's staff will keep the DDOC staff apprised of all treatment activities. An open line of communication between correctional and treatment staff is imperative. Security staff will be accessible to the treatment staff to discuss planning, schedules, special program events, the movement of prisoners to and out of the treatment programs, the recruitment of program participants, and issues pertaining to security.

(6) Treatment Staff Description and Qualification

The Vendor must have experience working with offenders in the criminal justice system. The Vendor should have experience working with offenders in the criminal justice system in a residential treatment setting, although not all positions must be filled by individuals who have experience in a residential treatment setting.

Program directors must be Certified Alcohol & Drug Counselors (CADC). If a candidate for a program director is not yet certified, the treatment Vendor must submit in writing to the DDOC Substance Abuse Treatment Administrator the justification for hiring or proposing the individual for the job. The treatment Vendor must also submit the plan and schedule, agreed upon by the proposed candidate for program director, for obtaining certification. The timeframe to obtain certification should not exceed one year. Written approval must be obtained from the

DDOC Substance Abuse Treatment Administrator prior to hiring individuals without proper certification as clinical supervisors or program directors.

All substance abuse counselors who are working under the resulting contract must be skilled in the field of substance abuse, especially in the therapeutic community model and it is preferred that counselors are knowledgeable of the criminal personalities.

In addition:

- The Vendor must describe in detail how they propose to staff the treatment programs.
- Position titles and descriptions (including qualifications and experience required for each position) must be included.
- A plan for how the staff would interact, collaborate, and partner with the DDOC staff and other Vendors must also be described.
- The Vendor must describe work schedule proposed for each position. Include information such as whether any position is working weekends or evenings.
- All staff must be approved by the DDOC Substance Abuse Treatment Administrator.

(7) Treatment Vendor Work Shift

The Vendor's treatment staff will work shifts providing program coverage 7 days a week, from 7:00 am until 8:00 pm, if possible and appropriate. The DDOC staff will maintain a presence 24 hours a day, and will debrief with treatment staff each morning. The counselors' hours will be established by the treatment Vendor in coordination with the DDOC staff. It is required to have staggered shifts for some weekend and evening coverage. Vendors are encourages to offer ideas in their proposals for staffing patterns and program coverage.

(8) Transition Resources

The Vendor must be familiar with state approved and funded community substance abuse programs. The Vendor will develop referrals for safe housing, medical assistance, education, vocational training, and other needs. Because transition planning is crucial to the success of the DDOC substance abuse program, the Vendor must describe its strategy in details.

(9) Urinalysis Testing

Random urinalysis (UA) of program participants may be conducted at any time. DDOC is responsible for the UA component of the substance abuse treatment programs. If an offender has a dirty UA, sanctions will be imposed. It will be possible for an offender who has been discharged from the program for an infraction to earn his way back into the program. Such case management decisions will be made on a case-by-case basis by DDOC.

(C) Program Requirements

(1) Program Phases

Offenders' length of participation in the programs will depend upon type of the program, individual treatment needs, and time left before release to the community. It should be noted that the average length of the Key Programs is twelve months, the average length of the CREST program is six months, and the average length of Aftercare is six months. The program will be structured in phases incorporating an orientation/education phase, a primary treatment phase, and a transition phase. The Key Programs should consist of the following phases with the approximate time frames:

Treatment Phase	Duration
Phase I	90 days
Phase II	210 days
Phase III	60 days

The time frames listed above may be altered somewhat by the Vendor as long as the clinical reasons for doing so are sound. The phases listed above are basic. A Vendor may build upon the phases in describing their plan for service provisions. The Vendor should describe what objectives need to be obtained by the offender in order to progress from one phase to the next. When describing the phase system the Vendor should describe how program participants earn increased responsibilities and privileges. Also, the value of peer support for participants in progressing through the phases should be expanded upon.

Phase I provides the participant with an orientation to the TC as well as substance abuse education. It is also the staging ground for treatment. The offenders learn the TC vocabulary and concepts. Moving into Phase II is an honor, and becoming a member of the TC "family" is earned. Phase II provides the primary care which is the heart of treatment. Phase III is the

transition care segment where offender prepares for moving into his home in the community or into a program within Community Correction. The Vendor works with offenders individually while they are in phase III to assist them in preparing for life outside the institution.

(2) Treatment Content

The substance abuse programs will contain the following treatment components:

- Assessment
- Individualized treatment planning
- Individual and group counseling
- Urinalysis testing
- Addiction education
- Life-management skills
- Relapse prevention

(3) Substance Abuse Education Curriculum

Phase I education will include, but will not be limited to, the following topics:

- Disease concept
- Pharmacology/physical aspects
  - alcohol
  - marijuana
  - other drugs
- Denial/criminal thinking errors
- Introduction to 12-step programs
- AIDS/STDs infectious diseases
- Fetal alcohol syndrome and effects
- Relapse prevention
- Recovery
  - family dynamics
  - cultural issues
  - gender issues
- Post acute withdrawal symptoms

It may be appropriate for trained, senior participants of the substance abuse programs, under staff supervision, to provide education components to other offenders. If the Vendor is considering such an approach, it should be described in general terms.

(4) Treatment Topics

Phase II primary care will concentrate on, but will not be limited to, the following treatment topics and activities:

- Cognitive skills building
- Sober living skills
- Parenting
- Goal setting
- Values clarification
- Criminal thinking

(5) Additional Treatment Activities

Generally speaking, the substance abuse treatment participants are separated from the general offender population during daily routines. However, they may participate in other classes and work assignments within the institution as a part of their individualized treatment plans or as deemed appropriate by DDOC classification staff. In doing so they will have the opportunity to apply newly acquired treatment knowledge and recovery skills in the correctional settings. They will also have access to other necessary support services such as religious programs and mental health and medical services.

(D) General Requirements

Vendor must include in their plan for services each of the following work requirements:

i. Treatment Methodology: The treatment methodology must be approved by the State of Delaware Department of Correction, BCHS..

ii. Assessments: All program participants must be given a thorough clinical substance abuse assessment by a qualified member of treatment team within 48-72 hours of admission. If unusual circumstances dictate, the full assessment should be concluded within one week of admission. The Vendor must identify the assessment instrument to be used. Assessments must include bio/psycho/social information and DDOC collateral information (e.g. sentence order). The assessment instrument must be approved by the BCHS.

iii. Evaluation Plan Requirement: The Vendor must provide a statement explaining how the Vendor plans to evaluate the impact

and implementation of the proposed services. The plan must show how information will be collected and how data will be analyzed. The evaluation plan should demonstrate:

- The extent to which the services were successfully implemented; and
- The success of the service in achieving effective program outcomes.

iv. Coordination Requirements: Vendors must describe how they propose to coordinate services with other providers (e.g. medical, mental health provider) including providers outside the DDOC system. This should include a brief description of referral mechanism, plans for training, release/sharing of offender information. Some of the following agencies might be included: community mental health centers, substance abuse programs, community shelters, probation & parole, and other agencies and client groups.

v. Working Hours: The working hours of the treatment staff at the different treatment programs will be established to fit within the needs of the individual institutions' schedule.

vi. Program Alteration: During the course of the contract, the successful Vendor will work with the DDOC Substance Abuse Treatment Administrator in making any significant program alterations to the Therapeutic Community (TC). Alterations of the programs by the Vendor must be submitted in writing and pre-approved by the DDOC Substance Abuse Treatment Administrator or designee.

vii. Experience: All substance abuse counselors who work under any contract awarded as a result of this RFP must be expert in the substance abuse field. In addition, counselors must have knowledge in criminal behaviors.

viii. Clerical Assistance: Clerical assistance and support services necessary for the administration of the substance abuse treatment programs will be the responsibility of the Vendor.

ix. Data Requests: The Vendor will be required to provide basic data to the institutional warden or the DDOC substance abuse treatment services administrator, upon request.

x. Confidentiality of Records: In view of the importance of protecting the client/therapist privilege and confidentiality of offender

records, the State of Delaware requires the Vendor to abide by all state and federal statute governing offender's confidentiality.

xi. Testimony: The counselor, and/or the program manager may receive a court order to testify regarding an offender. This is a very rare occurrence; however, the Vendor staff would be required to provide their testimony.

(E) Reporting Requirements

a) Performance Measure Reporting: The DDOC will implement performance measures in conjunction with the State's performance based budgeting. The Vendor will be expected to comply these additional simple data collecting and reporting requirement as requested by DDOC.

b) Data Entry: The Vendor must utilize DACS as required by DDOC.

c) Other Reporting: Upon request, the Vendor shall submit such other information and reports relating to its activities under this contract on such forms and at such times as may be required by the DDOC substance abuse treatment services administrator.

d) Offender Tracking System: The Vendor shall establish their own offender tracking system for follow up/aftercare services in a community residential centers and/or community agency.

e) Progress Reports: Routinely provide progress reports on offenders to the DDOC staff and, upon request, special reports to the parole board.

f) Treatment Compliance: The Vendor will be required to assist in the DDOC compliance with State of Delaware laws as they apply to substance abuse treatment. Specifically the contractor will be required to:

- Provide written explanation to the DDOC or probation officer, in the case of an individual who has been denied admittance to a court ordered substance abuse program by the treatment Vendor, even though the individual meets the written eligibility criteria and has requested to enter the program.

- Develop a written individualized treatment plan for each offender who participates in the program.

- The Vendor must maintain a master roster of offenders by name and SBI number admitted to the program with admission and discharge dates. The list also must indicate the type of discharge. Those categories are: 1) successful discharge, 2) released unexpectedly from the program by DDOC (legal), 3) removed due to medical/mental health reasons, 4) discharged for disciplinary reasons, 5) removed for other reasons (against treatment advice) by DDOC. This information must be made available to DDOC upon request at any given time.

- For offenders enrolled in aftercare, the contractor must provide a discharge summary to the offender's probation officer within (30) days of the offender's discharge from aftercare. The discharge summary shall describe the status of the offender's discharge as one of the following:

  i. Treatment completed: successful termination from aftercare;
  ii. Administrative discharge: due to factors beyond the offender's control, such as: removal from aftercare because of separate court order; physical incapacitation; etc.
  iii. Non-compliance: failure to participate successfully in treatment

  The discharge summary must be placed in the DDOC offender's file. If the offender is discharged for non-compliance, a copy of the discharge summary must be provided to the offender.

g) Monthly Reports: The Vendor must provide the DDOC with a monthly report. The monthly report must include but not limited to:

- The number of successful completions for each program
- The number of unsuccessful completions for each program
- Average daily beds occupied in each program
- The daily average of vacant beds in each program
- The daily average of staff vacancies in each program
- The number of grievances received from residents
- The number of Key Program graduates who successfully completed the program and transferred to CREST
- The number of Key program graduates who successfully completed the program but returned to general population
- The number of offenders on Key, Crest, or Aftercare waiting list

- The number of Crest program graduates who successfully completed the program can be transferred to Aftercare.
- Other data as requested by the DDOC

(i) Weekly Reports: The Vendor must provide the DDOC with a weekly report. The weekly report must include but not limited to:

- Average daily beds occupied in each program
- The daily average of vacant beds in each program
- The daily average of staff vacancies in each program
- The number of offenders on Key, Crest, or Aftercare waiting list
- Staffing Vacancies
- Other data as requested by the DDOC

(F) Continuing Education Requirement

The Vendor must assure, at no cost to the State that their program managers working under the terms of the contract meet and maintain the legal requirements for certification. Continuing education hours are not billable to the State.

(G) Work Schedule

Vendors are to propose a staff work schedule detailing the number of weeks, days, and total hours anticipated annually for each position.

(H) Pricing and Payment (See also Appendix G)

Vendor pricing shall be as follows:

i. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered.

ii. Management fee per offender per month. Management fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

iii. Mark-up percentage (%): Vendor, at its discretion may present a sliding percentage based upon total annual net service expense.

iv. Service Fee per offender: Service fee will include the cost of the entire program e.g. equipment, overhead, distribution, labor, taxes.

Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

v. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

vi. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

vii. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor's providers or suppliers.

viii. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

ix. Actual Acquisition Cost Pricing must be provided for drugs listed in Appendix G, Pricing.

x. Alternative cost proposals may be offered in addition to the form and format required. However, the Vendor must support any alternative pricing mechanism with data and narrative supporting that the alternative mechanism as more advantageous to the State than the required pricing structure.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the DDOC.

A. Minimum Requirements

1. Delaware business license:
   Provide evidence of a Delaware business license or evidence of an application to obtain the business license.

2. Professional liability insurance:
   Provide evidence of professional liability insurance in the amount of $5,000,000.00.

3. Vendors must demonstrate that they have had at least 3 years experience in either correctional health care or 3 years experience in medical, mental health, dental, pharmaceutical, medical Specialty Consultation, female health care or utilization review in Delaware.

B. General Evaluation Requirements

1. Corporate Experience: Company's overall related work experience which meets qualifications of RFP, experience in providing correctional health care programs for offender populations up and exceeding 7,000, and current experience in providing them in facilities that are ACA, NCCHC, or JCAHO accredited or providing health care or mental health care in Delaware; Experienced in utilization management and in producing cost savings while maintaining appropriate offender outcomes. Experience should be demonstrated by providing information separately for infirmary and hospital care in the following areas:

   a) Admissions per 1,000 offenders or offenders: infirmary, hospital
   b) offender days per 1,000 offenders or offenders: infirmary, hospital
   c) Average length of offender stay: infirmary, hospital
   d) Average length of offender mental health stay
   e) Average length of offender chemical dependency withdrawal
   f) Mental health admissions per 1,000 offenders or offenders
   g) Chemical dependency withdrawal per 1,000 offenders or offenders

   If the Vendor has clinical experience in Delaware, the Vendor must provide the above based information on that clinical experience.

   In addition, the Vendor should provide a brief description of current or past services similar to those proposed, indicating success of those services and target population served by the Vendor. Include the number of offenders (offenders) served and a brief description of the types of services provided. Include a summary of the Vendor's current and recent history of past performances related to correctional or clinical health care including all contracts awarded in the past five years.

   a) Indicate capacity to successfully manage proposed services.
   b) Specify corporate experience in providing correctional or clinical health care. Include in your discussion the number of employees in the firm, annualized dollars of payroll, and number of years in business.

c) Specify facilities that the Vendor operates that are currently accredited and non-accredited. Include the following information:

i. Name of facility, accrediting agency (e.g., NCCHC, JCAHO), and dates of re-accreditation. List facilities that lost accreditation and the reason.
ii. List all fines which exceed $1,000, incurred under other contracts for non performance of duties, in whole or in part, within the last three years.
iii. List all contracts on which you experienced a loss of funds due to fines, delay damages, liquidated damages, and/or forfeiture of performance or proposal bonds in whole or in part.
iv. Submit the names, business addresses, telephone numbers, and fax numbers of at least five of your major suppliers and/or sub vendors in the last five years.
v. Name of any facilities owned or operated by Vendor that are on probation.
vi. Provide the most recent NCCHC or another accreditation agency survey for all facilities.

2. Quality of Response: Understanding of project requirements and ability to clearly describe how their program will meet RFP objectives. Implies judgment of evaluators on how reasonable the Vendor's plan is given particular requirements of the Delaware correctional system. In addition, pricing models with be considered.

3. Corporate Capability: Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP. Financial stability should be demonstrated through production of balance sheets and income statements or other generally accepted business record for the last 3 years that includes the following: the Vendor's Earnings Before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings.

In addition to financial information, discuss any corporate reorganization or restructuring that has occurred within the last three years and discusses how the restructuring will impact the Vendor's ability to provide services proposed. Also disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of correctional health care. The DDOC reserves the right to terminate the contract,

based upon merger or acquisition of the Vendor, during the course of the contract. Include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

4. Price: Relative cost-effectiveness of service offered in the proposal based on the total dollar figure for delivery of all services for the contract period. Explains how pricing model affords lowest cost without sacrificing quality. "What if" scenarios should be run to fully evaluate each proposed model should actual prices be above or below the proposed target. The transparency of the different pricing models will also be considered.

5. References: Verified customer and subcontractors' references from similar operations based on the reported degree of satisfaction of services. Consider significance of reported performance against contract requirements and litigation, past and current, and success in obtaining and maintaining NCCHC or similar standards in correctional systems of similar scope.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware, Department of Correction website at http://www.doc.delaware.gov. Paper copies of this RFP will be available upon written request sent to Department of Correction, Attn: Paul Giery, Purchasing Services Administrator, 245 McKee Road, Dover, DE 19904

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C*. § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the DDOC. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP designated contact.

James C. Welch, RN, HN-BC,
Chief, Bureau of Correctional Healthcare Services
Department of Correction
245 McKee Road
Dover, DE 19904
james.welch@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The DDOC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Vendors shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with DDOC employees other than the DDOC Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended by the Federal government, any state or municipality is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor or its principles who:

a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State Vendor;

c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

d) Has violated contract provisions such as:

   i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

   ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e) Has violated ethical standards set out in law or regulation;

f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State Vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations, and

g) Has been found liable for violations of any State or Federal False Claim Act.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. DDOC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 11 paper copies and 11 electronic copies on CD.

All properly sealed and marked proposals are to be sent to the DDOC and received no later than **4 PM EST** on **February 26, 2010**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Department of Correction
ATTN: BCHS
245 McKee Road
Dover, DE 19904

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4 PM EST** on **February 26, 2010**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The DDOC will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at

Vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the Vendor at least through six months. The DDOC reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The DDOC will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the DDOC personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all Vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOC.

9. Concise Proposals

The DDOC discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the DDOC that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must

represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The DDOC shall bear no responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process to the extent permitted by law. Vendor proposals will not be available for review by anyone other than the DDOC/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless required by law.

The DDOC is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under State law, the majority of DDOC's records are presumptively confidential. *See* 11 *Del. C.* § 4322 and are usually not subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the DDOC and a decision on contract award is made, its contents may become public record and nothing contained in the proposal will be deemed to be confidential unless supported by law.

Vendor(s) shall not include any information in its proposal that is proprietary in nature or that it would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit any required proprietary information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C*. § 10002(g), and briefly stating the reasons that each document meets the said definitions. The opinions of Vendor's legal counsel shall not be binding upon DDOC.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DDOC will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-Vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the DDOC and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the DDOC, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Vendor shall be and remain liable for all damages to the DDOC caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-Vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

a. Primary Vendor

The DDOC expects to negotiate and contract with only one "Primary Vendor". The DDOC will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on this RFP. The Primary Vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the Primary Vendor is solely responsible for fulfillment of any contract with the DDOC as a result of this procurement. The DDOC will make contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole responsibility of the Primary Vendor (awarded Vendor).

Nothing in this section shall prohibit the DDOC from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

b. Sub-Contracting

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained and identified by name in the proposal. **The Primary Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOC.

c. Multiple Proposals

A primary Vendor may not participate in more than one proposal in any form. Sub-contracting Vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DDOC. DDOC may unilaterally terminate any approved sub-contractor through the procedures set forth in the termination provisions set forth at paragraph IV(D)(5)(m) and (n).

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall notify the DDOC's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The DDOC will allow written requests for clarification of the RFP. Requests may be submitted either electronically or by mail. All questions will be consolidated into a single set of responses and posted on the DDOC's website at http:\\www.doc.delaware.gov by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

RFP Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Written questions will be accepted during the mandatory pre-bid meeting. Written questions will also be accepted through February 12, 2010.

15. DDOC's Right to Reject Proposals

The DDOC reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the DDOC's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the DDOC may deem necessary in the best interest of the DDOC.

16. DDOC's Right to Cancel Solicitation

The DDOC reserves the right to cancel this solicitation or portions thereof at any time during the procurement process, for any reason or for no reason. The DDOC makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the DDOC. Vendor's participation in this process may result in the DDOC selecting the Vendor's organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DDOC to execute a contract nor to continue negotiations. The DDOC may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C*. § 6986, the DDOC may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the DDOC prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the DDOC at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the DDOC's website at http://www.doc.delaware.gov. The DDOC is not bound by any statement related to this RFP made by any State of Delaware employee, contractor, vendor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the DDOC's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team.

21. Award of Contract

The Proposal Evaluation Team shall report to the DDOC its recommendation as to which Vendor(s) the DDOC should negotiate for a possible award. The DDOC may negotiate with at least one of the qualified vendors and may negotiate will multiple vendor at the same time. Once negotiations have been successfully concluded, the DDOC shall notify the vendors of its selection(s). The DDOC has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a Vendor of the acceptance of its proposal by the DDOC, the subsequent full execution of a written contract and execution of a Purchase Order will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of these events. All Vendor(s) will be notified of their selection status."

C. Proposal Evaluation Procedures

1. Basis of Award:

The DDOC shall award this contract(s) to the most responsible and responsive Vendor(s) who best meets the terms and conditions of the proposal. The award will be made on basis of corporate experience, corporate capability, and quality of the Vendor's response, price and references. The DDOC is looking for best quality and value.

The DDOC reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to the best Vendor(s).

2. Proposal Evaluation Team:

The Proposal Evaluation Team comprises of a group with expertise in health care, procurement, contract management, budgeting, and technical operations. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. The Team shall make a recommendation regarding the award to the Commissioner of Correction who shall have final authority, subject to the provisions of this

RFP and 29 Del. C. § 6982, to award a contract to the successful Vendor in the best interests of the State of Delaware.

3. Requirements of the Vendor(s):

The purpose of this section is to assist the Proposal Evaluation Team to determine the ability of the organization to provide the services described in the application. The response should include:

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant's experience, if any, providing similar services. At least three references are required.
- Brief history of any subcontractors of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information to demonstrate financial stability and capability to carry of the requirements of the RFP including but not limited to the Vendor's Earnings Before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings in the form of balance sheets, income statements or other generally accepted financial forms for the past three years
- Describe the methodology/approach used for implementing services including a work plan and time line.

D. Criteria and Scoring:

1. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of DDOC to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible Vendor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be

considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one Vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:

    - By type of service

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Proposal Evaluation Team to evaluate proposals:

	Category	Description	Weight
1	**Corporate Experience**	Company's overall related work experience which meets qualifications of RFP, experience in providing correctional health care programs for offender populations exceeding 7,000, and current experience in providing them in facilities that are ACA, NCCHC, or JCAHO accredited or experience in Delaware in the different services; Experienced in utilization management and in producing cost savings while maintaining appropriate offender outcomes.	**10**
2	**Quality of Response**	Understanding of project requirements and ability to clearly describe how their program will meet RFP objectives. Implies judgment of evaluators on how reasonable the Vendor's plan is given particular requirements of the DE correctional system.	**10**
3	**Corporate Capability**	Financial stability as determined by review of financial information provided by the Vendor;	**10**

		perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP.	
4	**Price**	Relative cost-effectiveness of service as compared to other Vendors based on the total dollar figure for delivery of all services for the contract period. Explains how pricing model affords lowest cost without sacrificing quality. "What if" scenarios should be run to fully evaluate each proposed model should actual prices be above or below the proposed target. The transparency of the pricing models will also be considered.	**10**
5	**References**	Verified customer references from similar operations based on the reported degree of satisfaction of services. Consider significance of reported performance against contract requirements and litigation, past and current, and success in obtaining and maintaining NCCHC or similar standards in correctional systems of similar scope.	**10**
	Maximum Total Score		**50**

Cost Proposal (See Appendix G Pricing)

Both “full risk” and “shared risk” pricing models are acceptable to the DDOC. Fixed administrative fees for management services are also acceptable so long as a clear and concise statement explaining how such costs are calculated is included. Vendors are encouraged to provide multiple types of pricing models for consideration in any response to this RFP. Proposals may include escalators during the course of the contract for critical staff or other components if supported by data which explains of the need for cost increases and the method for calculating same. Staffing or other incentive mechanisms that Vendors have used successfully in other jurisdictions to minimize costs or maintain staffing levels will be seriously considered.

Vendors are encouraged to be creative in their cost proposals with the intent to minimize costs to the state. Each Vendor must include in its price proposal a full explanation how the model proposed is the best model for the DDOC to both provide adequate levels of healthcare services and control offender health care costs. While different models are encouraged, nothing in any of the models

offered shall compromise the different services provided to any offender or DDOC staff.

The cost mechanism will be a system that provides incentive to the Vendor to reduce the costs of care without compromising that care.

Proposal Clarification

The Proposal Evaluation Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

References

The Proposal Evaluation Team may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, DDOC may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such facility visits, DDOC will pay travel costs only for DDOC personnel or Proposal Evaluation Team members for these visits.

Oral Presentations

Selected Vendors may be invited to make oral presentations to the Proposal Evaluation Team. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for DDOC are the Vendor's responsibility.

Proposal Evaluation Team members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each Vendor's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Team members.

E. Contract Terms and Conditions

1. General Information

a. The term of the contract between the successful Vendor and the DDOC shall be for two (2) years with two (2) extensions for a period of one (1) year for each extension.

b. The selected Vendor will be required to enter into a written contract with the DDOC. The DDOC reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOC. Vendors will be required

to sign the contract for all services, and may be required to sign additional agreements.

c. The selected Vendor(s) will be expected to enter negotiations with the DDOC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.

d. The DDOC's standard contract will most likely be supplemented with the Vendor's software license, support/maintenance, source code escrow agreements, and/or any other applicable agreements. The terms and conditions of these agreements will be negotiated with the Vendor during actual contract negotiations.

e. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP. No Vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the DDOC requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful Vendor.

f. If the Vendor to whom the award is made fails to enter into the contract as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the DDOC shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors, vendors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with Vendor, without prior written approval of the DDOC's contracting officer. Solicitation of State of Delaware employees by a Vendor may result in rejection of the Vendor's proposal.

This paragraph does not prevent the employment by a Vendor of a State of Delaware employee who has initiated contact with the Vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the Vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under State or Federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes. It may be at the DDOC's discretion as to the location of work for the contractual support personnel during the contract period.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the Vendor will be required to comply with all applicable Federal, State and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C*. § 2301.

Prior to receiving an award, the successful Vendor shall either furnish the DDOC with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware

licensing requirements may subject Vendor to applicable fines and/or interest penalties.

d. Security Clearance and Criminal History Check

Possession of a security clearance, as issued by the Delaware Department of Public Safety, Division of State Police, will be required of all employees, subcontractors, agents or other persons performing work on any portion of this contract. (*See* 29 *Del. C.* § 8914).

DDOC will perform a criminal history background investigation shortly after the contract is signed by all parties. If any of the Vendor's staff has been convicted of a crime, the DDOC has the option to terminate the contract immediately and shall not pay for any time worked up to the time that this option is exercised.

The Vendor must inform the DDOC immediately if any new criminal charges are filed against the Vendor or its staff, subcontractors, agents or other persons performing any of the contracted services in any court in this or any other state or by the Federal government. The DDOC reserves the right to immediately terminate the contract and withhold payment for work completed to date under this provision.

e. Mandatory Vendor Certification

All invoices, reports, and documents provided in response to an audit, as well as any documentation provided to DDOC pursuant to any contractual obligation, including any chart or compilation of data, report, or other document produced by the vendor shall contain the following certification:

"I hereby certify that the information reported herein is true, accurate and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the vendor's contract manager.

f. Notice

Any notice to the DDOC required under the contract shall be sent by registered mail to:

James Welch
Department of Correction
245 McKee Road
Dover, DE 19904

g. Indemnification

1. General Indemnification

Vendor will hold harmless, indemnify and defend the Department, the State of Delaware and their agents, employees, or officers of the State of Delaware from any and all suits, actions, losses, liability, damages (including punitive damages), expenses, reasonable attorney fees (including salaries of attorneys regularly employed by the State of Delaware), judgments, or settlements incurred by the Department, the State of Delaware or their agents, employees, or officers arising out of the provision of services by vendor, its employees, or subcontractors under the contract, including direct or indirect negligence or intentional acts of omission or commission, and professional malpractice regardless of any negligence or any intentional act or omission by employees or officials of the Department. The legal duties and responsibilities set forth in this paragraph include the duty to cooperate with the Department, its employees, and attorneys in the defense of any legal action against the State, its agents, employees, or officers arising out of the provision of services by Vendor, which involve claims related to an offender's medical care, or which require information or testimony from vendor's employees or contractors.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware or DDOC, the DDOC shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of Delaware and the DDOC against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without

limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively “”Products”) is or in Vendor’s reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

(a) Procure the right for the DDOC to continue using the Product(s);

(b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

(c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOC agrees to and accepts in writing.

h. Bonds and Insurance Company Qualifications

All required bonds (if bonds) and insurance must be issued by companies which are A rated or higher by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of Delaware, and are approved by DDOC. Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by DDOC. The Successful Vendor must submit copies of each required insurance contract, and any renewals thereof, to DDOC upon the DDOC’s request. The insurance policies must provide thirty (30) days’ advance written notice of cancellation, termination or failure to renew any policy.

i. Performance Bond

Upon notification of receiving the Contract award, the Successful Vendor will be required to obtain a Performance Bond or other acceptable form of security in the amount of 25% of the negotiated contract for every year of the Contract. The Performance Bond may be paid in full or in part to DDOC if the Successful Vendor defaults in the

performance of the Contract or has occasioned uncompensated liquidated damages.

The Performance Bond may be assessed liquidated damages if these damages have not been received by the DDOC within thirty (30) calendar days of written notice to the Successful Vendor that they have been incurred.

Other forms of security may be acceptable but are subject to DDOC's discretion. Failure to post an additional bond or security within seven (7) days after notice that the proposed security is inadequate shall be grounds for immediate termination of the Contract.

j. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.

2. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware.

3. During the term of this contract, the Vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	$3,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	$3,000,000/$5,000,000

If the contractual service requires the transportation of DDOC offenders or staff, the Vendor shall, in addition to the above coverage, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	$100,000/$300,000
b.	Automotive Property Damage (to others)	$ 25,000

4. The Vendor shall provide a certificate of insurance as proof that the Vendor has the required insurance.

k. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

l. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the DDOC's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the DDOC. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.

The DDOC will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The DDOC may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Penalties

The DDOC may include in the final contract penalty provisions for non-performance, such as liquidated damages. Any factually or legally applicable penalty or liquidated damage shall not be the exclusive remedy available for breach of contract.

o. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the DDOC shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such failure and demand that such failure be cured within 30 days. If such obligations, covenants, agreements or stipulations are not cured to the satisfaction of DDOC within 30 days from the date of the notice, DDOC may terminate the contract with the Vendor by providing a termination date no shorter than 90 days from the date the Vendor's attempts at a cure have failed.

In that event, all finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the DDOC, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOC.

p. Termination for Convenience

The DDOC may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least one hundred and twenty (120) days before the effective date of such termination. In that event, all finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the DDOC, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOC. If the contract is terminated by the DDOC as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

q. Non-discrimination

In performing the services subject to this RFP the Vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful Vendor shall comply with all Federal and State laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the DDOC shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Vendor. The Vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

t. Work Product

All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of the State. The Vendor will seek written permission to use any product created under the contract.

u. Contract Documents

The RFP, the Vendor's response to the RFP, the purchase order, the executed contract and any supplemental documents between the DDOC and the successful Vendor shall constitute the contract between the DDOC and the Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, DDOC's RFP, Vendor's response to the RFP any supplemental documents and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DDOC and the Vendor.

v. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all Federal, State and local laws applicable to its activities and obligations including:

i. the laws of the State of Delaware;
ii. the applicable portion of the Federal Civil Rights Act of 1964;
iii. the Equal Employment Opportunity Act and the regulations issued there under by the Federal Government;
iv. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
v. that programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the Federal government.

If any Vendor fails to comply with (1) through (5) of this paragraph, the DDOC reserves the right to disregard the proposal, terminate the contract, or consider the Vendor in default.

The selected Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

w. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

x. Other General Conditions

i. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.

ii. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

iii. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

iv. **Prior Use** – The DDOC reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOC.

v. **Status Reporting** – The selected Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

vi. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

vii. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOC.

viii. **Additional Terms and Conditions** – The DDOC reserves the right to add terms and conditions during the contract negotiations.

y. Dispute Resolution

i. The State reserves the right to litigate in the appropriate court of law and/or equity.

F. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The DDOC reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware or the DDOC with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the DDOC.

2. RFP Reference Library

The DDOC has made every attempt to provide the necessary information within this RFP. The DDOC will make the reference library available only to the winning Vendor.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

4. Production Environment Requirements

The DDOC requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

II. APPENDICES

A. Overview of Current Health Care Services

B. DDOC Organizational Chart

C. Pharmacy Utilization Data

D. CQI Matrix

E. Statistical Data Report

F. Essential Outcomes Report

G. Pricing

H. Staffing

I. Cart Inventory -- The Cart Inventory will be presented to bidders during the Pre-Bid Meeting.

Appendix A
Overview of Current Health Care Services

The Delaware Department of Correction (DDOC) supervises about 7,000 offenders in its prisons and approximately 17,000 probationers in the community. Delaware is one of six states that house both pre-trial detainees and sentenced offenders in a single unified system in the DDOC. Although detainees and offenders are housed in the same facilities, they are not housed together in the same housing units. Other system information includes:

- Approximately 21,000 offenders are admitted for incarceration and 21,000 released each year.
- 60% are sentenced to serve more than one year.
- 10% are sentenced to less than one year.
- 30% are offenders in detention status.
- Prison is for those serving one or more years.
- Jail is for those serving less than a year or those being detained.

The average length of stay for the detention population is 30 days. The average length of stay for the jailed population is 54 days. The average length of stay for the prison population is 20.7 months. Medical, dental, mental health and pharmacy services are provided through a contract with a private Vendor and have been for many years. The current Vendor, Correctional Medical Services (CMS) based in St. Louis, MO, has been providing medical services (including mental health and pharmacy) since May 31, 2005 through a Transfer and Amendment Agreement. The contract was renewed on July 1, 2007 extending the contract through 2009. Another Vendor provided services prior to the CMS contract.

In March of 2007 the U.S. Department of Justice (DOJ) notified the State of its intent to conduct an investigation into the conditions of medical and mental health practice at five DDOC facilities pursuant to the Civil Rights of Institutionalized Persons Act ("CRIPA").

The DOJ's investigation revealed that "the medical care provided at the facilities falls below the standard of care constitutionally required in the following areas, all of which were also identified by the State as deficient: intake; medication administration and management; nursing sick call; Vendor sick call; scheduling, tracking, and follow-up on outside consults; monitoring and treatment of communicable diseases; monitoring and treatment of chronic diseases; medical records documentation; scheduling; infirmary care; continuity of care following hospitalizations; grievances; and offender confidentiality. In addition, we found that care for offenders with acute medical urgencies was also constitutionally inadequate."

Nineteen minimum remedial measures were identified by the DOJ to address deficiencies. On December 29, 2006, the State entered into Memorandum of Agreement (MOA) with the Justice Department to address these deficiencies. The DDOC developed an Action Plan in April of 2007 that outlined the implementation of corrective action. The DOJ assigned an independent monitor who has issued two semi-annual reports on the progress being made by the DDOC. The first was issued on June 29, 2007 and the most recent was issued on January 31, 2008. As a result of the findings of the DOJ investigation, amendments were added to the Vendor contract and the Office of Health Services was created at central office to strengthen the State's ability to monitor health services and to ensure compliance with the MOA. The DDOC also established a number of committees and meetings to provide a regular and systematic means of communication between health services staff and institution administration and to facilitate on-going communication and cooperative efforts.[1]

Appendix A
Overview of Current Health Care Services

The staff and Bureau Chief of the DDOC's BCHS monitor and oversee the health and mental health services contracts. It will be critical that the selected Vendor(s) work to assure that it upholds the proposals as submitted to this Request for Proposal(s). It will be critical that the Vendor work with the BCHS to comply with the requirements of the DOJ memorandum of agreement for the time it is in force.

INFIRMARY BED COUNTS AND AVERAGE DAILY POPULATION (ADP)

Table 1: Current Level V Infirmary Beds (2007)

Facility	Number of Cells	Beds in Each	Total Beds
DCC ADP 2600	8 single cells	1	8
	Ward 1 (Dialysis)	0	0
	Ward2	3	3
	Ward3	4	4
	Ward4	4	4
	Ward5	3	3
	Ward6	5	5
	Ward7	3	3
	4 Isolation Cells	1	4
	10 Psychiatric Cells	1	10
		TOTAL DCC	**44**
SCI ADP1150	3 Single cells	1	3
	1ward	3	3
		TOTAL SCI	**6**
HRYCI ADP 1750	14 single cells	2	28
		TOTAL HRYCI	**28**
BWCI ADP 400	1 Ward	2	2
	1 Ward	3	3
		TOTAL BWCI	**5**
		LEVEL V INFIRMARY BED COUNT TOTAL	**83**

Appendix A
Overview of Current Health Care Services

Table 2: Projected ADP Sentenced and Pre-sentenced							
ALL LEVELS	**Baseline Sentenced and Presentenced**					**PROJECTED ADP**	
	2005	**2006**	**2007**	**2008**	**2010**	**2012**	**2017**
Pre-sentenced	1,250	1,368	1,441	1,486	1,581	1,682	1,964
Sentenced	5,714	5,688	5,798	6,030	6,524	7,058	8,594
Total	**6,964**	**7,056**	**7,238**	**7,516**	**8,105**	**8,740**	**10,558**

Table 3: Projected ADP Elderly and Infirmary								
ADP, Elderly & Infirmary	**ADP, Elderly & Infirmary Baseline Data**				**PROJECTED**			
	2004	**2005**	**2006**	**2007**	**2008**	**2010**	**2012**	**2017**
Male Sentenced ADP (Total)	4,846	3,953	5,021	5,134	5,320	5,711	6,131	7,322
Male Elderly Level 5 (55 and over)	232	252	283	308	339	409	494	793
Male Elderly Level 4(55 and over)	20	21	17	19	19	23	28	45
Male Elderly Level 5 (level 5/50Ð54)	210	234	248	290	319	385	465	747
Male Elderly Level 4 (level 4/50Ð54)	2	4	3	9	10	12	15	27
Male DPC ADP	26	20	28	29	31	34	38	48
Male Level 5 Infirmaries ADP	50	50	51	57	60	65	71	87
Male Level 4 Infirmaries ADP	3	3	4	3	3	3	4	5
Female Sentenced Level 5 ADP (Total)	242	245	234	263	271	288	306	355
FemaleSentencedLevel4ADP(Total)	124	130	143	141	147	156	166	193
Female Elderly Level 5(55 and over)	6	10	10	9	9	10	10	12
Female Elderly Level 4 (55 and over)	1	1	3	2	2	2	2	3
Female Elderly Level 5(50Ð 54)	13	15	12	12	12	13	14	16
Female Elderly Level 4 (level 4 /50Ð54)	2	4	3	9	9	10	10	12
Female DPC ADP	2	4	4	7	7	8	8	9
Female Infirmary ADP	1	1	2	2	2	2	6	25
TOTAL OFFENDERS 55 and over (sentenced)	**238**	**262**	**293**	**317**	**349**	**422**	**511**	**825**

Appendix A
Overview of Current Health Care Services

OFF-SITE MEDICAL EVENTS

Table 4: Type of Consultation (2007)	Off-site Medical Events
Radiology	684
Orthopedics	393
Ophthalmology	350
Gastrointestinal	318
General Surgery	302
Cardiology	281
Other	223
Urology	166
Physical Therapy	137
Ear, Nose and Throat	112
Neurology	93
Optometry	89
Endocrinology	76
Podiatry	72
Oral Surgery	61
Oncology	51
Dermatology	46
Gynecology	46
Nephrology	44
Infectious Disease	41
TOTALS	**3,585**

Table 5: Outside Consults by Facility (2007)			
Facility	**ADP**	**Outside Consults**	**Ratio**
BWCI	400	395	0.99
DCC	2,600	2410	0.93
HRYCI	1750	334	0.19
SCI	1150	446	0.39
Totals	5,900	3,585	0.61

HEALTH SERVICES EXPENDITURES

Table 6: Health Services Costs (FY08)		
Item	**Detail**	**Subtotal**
Negotiated Contract	$38,039,831	$38,039,831
Other Related Medical Costs		$2,800,000
Current DDOC Staff Positions (Including Other Employee Costs)	$620,300	
Equipment	$50,000	
Travel & Training	$10,000	
Miscellaneous / Auditing	$25,000	
Contractual Services	$150,000	
Operating Costs	$15,000	
Other DOJ/MOA Expenses		$2,800,000
Training / Consultant	$750,000	
Immunizations	$1,150,000	
Monitor Costs	$90,000	
TOTAL FY08 MEDICAL COSTS		**$41,710,131**

Appendix A
Overview of Current Health Care Services

UTILIZATION DATA

INDICATORS	2008
MEDICAL - DENTAL	**Calendar YTD**
Provider Visits	
Number of physician visits	**15,732**
Number of physician assistant/nurse practitioner visits	**13,774**
Number of emergency visits (add on to scheduled sick call)	**1,677**
Number of inmates charged a co-payment	**2,010**
Nursing	
Total number sick call requests	**32,742**
Total number sick call visits (completed)	**26,397**
Total number of inmates refusing RN sick call visits	**632**
Number of inmates charged a co-payment for nurse sick call	**11,668**
Number of treatments (blood pressure, finger sticks, wound care)	**65,550**
Segregation rounds completed	**15,992**
Prenatal Care	
Number of pregnancy tests completed	**1,644**
Number of new positive pregnancy tests	**111**
Number of pregnant inmates	**155**
Number of prenatal visits	**215**
Number of deliveries	**15**
Mental Health	
Total number sick call requests	**8,180**
Total number routine mental health visits	**13,786**
Total number segregation rounds	**34,226**
Total number referrals from medical/other	**7,681**
Total number mental health detailed screens	**5,685**
Total number individual psychiatrist visits	**7,428**
Total number forced medication	**57**
Total number incidents involving restraints	**14**
Total number non-scheduled crisis visits	**1,642**
Total number DOC/parole evaluation	**384**
Total number Psychology individual visits	**1,436**
Total number Mental Health groups	**1,252**
Total number offenders in Mental Health group	**17,030**
Laboratory	
Tests performed on -site (BioReference and state labs)	**17,692**
Tests sent off site (STAT labs sent to local hospital)	**101**
EKG's performed on-site	**960**
Radiology	

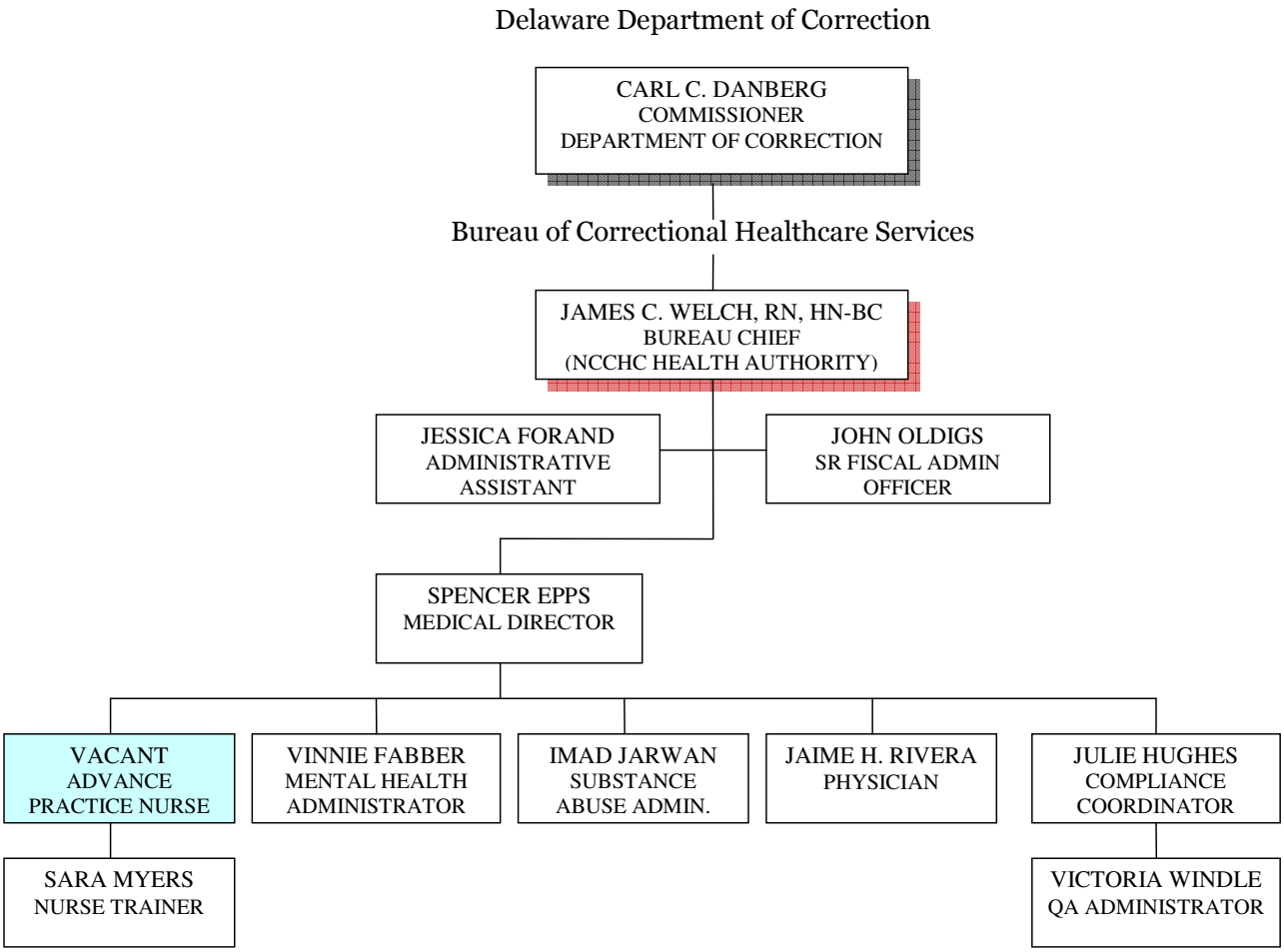
Appendix A
Overview of Current Health Care Services

Number of Radiology procedures performed on-site	**3,723**
Number of radiology procedures waiting for on-site>14days	**60**
Nutritional Services	
Total number of therapeutic diets	**10,457**
Vision	
Number of exams by optometrist	**1,249**
Number of corrective lenses issued by optometrist	**672**
Number of glasses repaired or re-ordered	**182**
Chronic Care Clinics	
HTN/Cardiovascular disease	**3,483**
Seizure disorders	**315**
Tuberculosis	**72**
Diabetes & thyroid	**1,483**
Pulmonary	**1,974**
General Medicine	**2,552**
Infectious disease	**2,079**
Number of patients identified as seriously mentally ill	**11,856**
Total number of patients on dialysis	**109**
Infection Control	
Inmate/resident number of initial PPD's placed	**17,303**
Inmate/resident number of initial PPD's read	**11,619**
Inmate/resident number of annual PPD's placed	**2,272**
Inmate/resident number of annual PPD's read	**2,325**
Current month positive PPD's	**292**
Current month new positive HIV tests	**266**
HIV/AIDS offenders released	**77**
Number of reportable communicable diseases	**944**
Mortality report	**23**
Offsite Specialty Consultations	
Audiologist	**19**
Cardiologist	**176**
Dermatologist	**39**
ENT	**123**
General Surgery	**262**
GI	**240**
Hematologist	**20**
Neurology	**48**
Oncology	**148**
Ophthalmology	**265**
Oral Surgeon	**149**
Orthopedic	**272**
Podiatrist	**57**
Physical Therapy	**1,137**
Radiology/imaging (off-site)	**310**
Urology	**164**
Internal Medicine	**55**
Emergency Medical Services	

Appendix A
Overview of Current Health Care Services

Total Medical Emergency responses within the facility	**930**
Ambulance emergency responses within the facility	**268**
Facility vehicle transports	**330**
Life Flight/Medi-Vac responses	
Hospital Admissions	
Total number of hospital admissions	**315**
Total number of inpatient hospital days	
Intake	
Number of receiving screens	**23,831**
Number of transfers received	**8,702**
Number of intake Mental Health assessments	**19,515**
Number of Boot Camp evaluations	**255**
Number of completed (7/14) day physicals	
Infirmary Care	
Admissions to infirmary	**2,023**
Discharges from infirmary	**1,846**
Total patient days in infirmary	**17,159**
Total number of infirmary beds actually useable	**988**
Other Services	
Employee accident/injury	**19**
Urine drug screens (employee)	**129**
Use of force exams	**33**
Number attending staff meeting	**1,492**
Number of people attending monthly in-service	**1,133**
Female Admissions	**1,340**

APPENDIX B
DDOC Organizational Chart



APPENDIX C
Pharmacy Utilization Data

All Facilities	DE												
Transactions													
Primary Class	Secondary Class	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09
CARDIOVASCULAR	ANTICOAGULANT	56	73	64	80	77	75	81	72	81	82	90	92
	CHOLESTEROL	642	709	730	758	717	782	789	817	841	790	746	859
	HTN/CARDIAC	2,317	2,464	2,401	2,375	2,290	2,367	2,464	2,564	2,530	2,480	2,390	2,481
CARDIOVASCULAR Total		*3,015*	*3,246*	*3,195*	*3,213*	*3,084*	*3,224*	*3,334*	*3,453*	*3,452*	*3,352*	*3,226*	*3,432*
GENERAL MEDICINE	ANALGESIC	2,065	2,203	2,149	2,234	2,341	2,342	2,285	2,373	2,408	2,294	2,312	2,359
	ANTIHISTAMINE	561	597	562	576	647	677	721	806	782	656	732	724
	ANTI-INFECTIVES	403	390	387	369	411	399	401	435	462	395	472	457
	BIOLOGICAL	31	29	33	18	31	39	38	40	32	42	32	32
	DERM/TOPICAL	1,169	1,402	1,425	1,480	1,634	1,472	1,565	1,533	1,340	1,132	1,056	1,077
	DIABETES	395	464	429	419	425	419	409	451	469	418	446	426
	DIALYSIS	29	33	34	24	27	35	30	29	31	33	26	28
	HORMONE	22	28	18	23	16	18	20	27	26	24	36	27
	MIGRAINE	9	12	6	5	6	6	7	8	11	12	16	11
	MUSCLE RELAXANT	227	273	240	237	265	233	241	243	251	247	247	242
	OPHTHALMIC/OTIC	106	111	146	104	96	118	123	139	163	116	120	103
	OTHER - MISC	118	106	125	123	104	127	104	108	105	105	107	136
	PARKINSON	2	2	1	2	2	4	5	7	10	2	7	11
	RESPIRATORY/NASAL	909	982	1,058	1,026	1,098	1,025	993	961	1,094	945	960	990
	SEIZURE	64	93	71	79	73	84	72	87	94	98	100	87
	STEROIDS	48	50	38	41	49	52	51	40	38	43	32	48
	THYROID	127	144	132	133	140	148	141	152	164	157	142	147
	URINARY/PROSTATE	51	59	63	72	58	61	65	76	81	66	67	70
	VITAMIN/MINERAL	414	425	416	424	444	428	450	502	481	482	422	462
GENERAL MEDICINE Total		*6,750*	*7,403*	*7,333*	*7,389*	*7,867*	*7,687*	*7,721*	*8,017*	*8,042*	*7,267*	*7,332*	*7,437*
GI	GI	1,579	1,745	1,702	1,650	1,629	1,669	1,609	1,782	1,848	1,738	1,754	1,851
	HEPATITIS	17	15	15	12	8	12	9	12	12	11	10	13
GI Total		*1,596*	*1,760*	*1,717*	*1,662*	*1,637*	*1,681*	*1,618*	*1,794*	*1,860*	*1,749*	*1,764*	*1,864*
HIV	HIV	212	219	220	177	233	219	214	195	230	186	185	228
HIV Total		*212*	*219*	*220*	*177*	*233*	*219*	*214*	*195*	*230*	*186*	*185*	*228*
PSYCHOTROPIC	ATYPICAL ANTIPSYCHOTIC	172	234	244	245	241	220	214	291	321	296	326	356
	DEPRESSION - 1ST GEN	589	679	665	680	694	671	612	722	788	666	665	646
	DEPRESSION - 2ND GEN	797	1,003	860	905	990	987	931	1,089	1,034	898	1,023	964
	MOOD STABILIZERS	560	581	551	602	582	621	654	727	725	651	665	627
	OTHER PSYCHOTROPIC	222	240	208	193	182	184	175	176	210	185	182	165
	SEDATIVE/HYPNOTIC	35	43	36	46	49	35	31	40	40	39	37	37
	TYPICAL ANTIPSYCHOTIC	456	505	401	379	413	392	352	412	395	314	315	298
PSYCHOTROPIC Total		*2,831*	*3,285*	*2,965*	*3,050*	*3,151*	*3,110*	*2,969*	*3,457*	*3,513*	*3,049*	*3,213*	*3,093*
UNKNOWN	UNKNOWN	1	2	7	4	9	7	6	15	5	4	7	6
UNKNOWN Total		*1*	*2*	*7*	*4*	*9*	*7*	*6*	*15*	*5*	*4*	*7*	*6*
DE Grand Total		**14,405**	**15,915**	**15,437**	**15,495**	**15,981**	**15,928**	**15,862**	**16,931**	**17,102**	**15,607**	**15,727**	**16,060**

APPENDIX D
CQI Matrix

Subject	Indicator
Women's Health	
Response to Abnormal Mammogram	Female inmates 52-69 years of age who received follow-up evaluation for an abnormal mammogram finding
Prenatal Care	Births in which prenatal care was begun within the first 4 months of pregnancy and/or who had 5 visits or more if delivered before 37 weeks or had 8 visits or more if delivered after or at 37 weeks of gestation
Checkups After Delivery	Female inmates who had a postpartum visit on or between 21 to 56 days after delivery
Cesarean Section Rate	Female inmates who had a cesarean section resulting in a live birth during the reporting year
Heart Disease	
Monitoring Hypertension	Inmates enrolled in the HTN chronic care clinic who had at least 1 encounter for hypertension with the provider (nurse or physician) every 3 months
HTN Treatment	Inmates enrolled in the HTN chronic care clinic without DM with systolic blood pressure above 140 or diastolic blood pressure above 90
HTN Treatment	Inmates enrolled in the HTN chronic care clinic with DM with systolic blood pressure above 130 or diastolic blood pressure above 80
Response to Abnormal Blood Pressure Test	Inmates having 3 or more diastolic blood pressure readings equal to or greater than 90 mm Hg who received a referral to a hypertension chronic care clinic
AMI – Aspirin on Being Sent Out	Inmates having a principle diagnosis of AMI and not identified as having contraindications to aspirin who received aspirin within 24 hours of arrival or within 24 hours before referral to the hospital in the reporting year
AMI – Aspirin at Return to Facility	Inmates having a principle diagnosis of AMI and not identified as having contraindications to aspirin who were prescribed aspirin at arrival (return) to the facility in the reporting year
Beta-Blocker Treatment After a Heart Attack	Inmates age 35 or older hospitalized and discharged alive with a principal diagnosis of AMI and not identified as having contraindications to beta-blockers who received a prescription for beta-blockers within 7 days after discharge from the hospital with a diagnosis of AMI or within 30 days before the hospitalization for AMI
Cholesterol Management After Acute Cardiovascular Events – LDL-C Screening	Inmates age 18-75 discharged alive in the year before the reporting year for AMI, CABG or PTCA who received an LDL-C screening on or between 60 to 365 days after discharge for an acute cardiovascular event
Cholesterol Management After Acute Cardiovascular Events – LDL-C Level	Inmates age 18-75 discharged alive in the year before the reporting year for AMI, CABG or PTCA having LDL-C level of <130 mg/dL and <100 mg/dL (1st year measure) on or between 60 to 365 days after discharge for an acute cardiovascular event
Infectious Diseases	
Tuberculosis	Inmates with newly positive TB skin test in the year before the reporting year who accepted the treatment offered by the DOC and therefore completed curative therapy within 12 months of the positive diagnosis
Pneumovax	Percentage of chronic care population and patients older than 55 who have had pneumovax vaccination within the past five years
HIV – Viral Load Counts Undetectable	HIV+ inmates in the treatment program with viral load counts that undetectable
HIV – Viral Load Counts Undetectable	HIV+ inmates with viral load counts that are undetectable
HIV – Laboratory Testing	HIV+ inmates receiving quarterly CD4 and viral load tests
HIV – Treatment Outcomes	HIV+ inmates with CD4 counts under 200 or viral load greater than undetectable after at least three months of ARV treatment who have had a viral genotype and ID referral
HIV – Medication	HIV+ inmates with CD4 count under 200 who receive Bactrim and azithromycin prophylaxis

APPENDIX D
CQI Matrix

Subject	Indicator
Hepatitis	Inmates enrolled in hepatitis clinic getting quarterly Liver Function Tests (LFTs), including AST and ALT
Hepatitis	Inmates enrolled in hepatitis clinic whose AST and ALT are twice the normal rate
Hepatitis A & B	Percentage of inmates who have had accelerated Twinrix (Hepatitis A & B) vaccination
Hepatitis A & B for Hepatitis Patients	Percentage of patients with chronic hepatitis who have had Twinrix vaccination
Incidence and Prevalence: Chronic Conditions	
Chronic Care Conditions o Asthma o Hypertension o Myocardial Infarction o Arrhythmias o Diabetes Type I & Type II o COPD o HIV o Hepatitis B o Hepatitis C o Seizure Disorder o Coumadin Clinic o Renal Failure o Percentage of Renal Failure Patients on Dialysis o Total Cancer o Cancers broken out by type o Thyroid Disorders	
Incidence and Prevalence: Acute Conditions	
Acute Conditions o Hepatitis A o Pneumonia (Deep lung infection with fever) o Gastrointestinal Distress (diarrhea, vomiting, stomach cramps/pain, nausea) o Flu-like symptoms (respiratory symptoms – runny nose, coughing sneezing, sore throat – nausea, vomiting, diarrhea, fever) o Upper Respiratory Infection (runny nose, coughing, sneezing, sore throat, fever) o Skin Infections o Lacerations o Fractures o Altercations o Codes/Resuscitations (Broken out as respiratory, cardiac, respiratory and cardiac, seizure/unresponsive)	
Pulmonary Disease	
COPD	Inmates newly or previously diagnosed with COPD receiving appropriate care (smoking cessation compliance documentation, if smoker; pulse measurement; respiratory measurement; blood pressure measurement; and exertion tolerance documentation) in the reporting year
COPD	Inmates newly or previously diagnosed with COPD receiving appropriate care (smoking cessation compliance documentation, if smoker; pulse measurement; respiratory measurement; blood pressure measurement; chest x ray; and exertion tolerance documentation) in the reporting year
Response to an Abnormal Chest X Ray	Inmates with new evidence of lung abnormality identified through chest x ray who received a follow-up for an abnormal chest x ray
Wellness and Prevention	
Physical Examination	Inmates 55 or older or enrolled in a chronic care clinic having at least 1 physical exam in the reporting year
Prevention Mammogram	Inmates age 52-69 years old who had a mammogram

APPENDIX D
CQI Matrix

Subject	Indicator
Cervical Cancer Screening	Inmates age 18-64 who had one Pap smear test done in the reporting year or 2 years before the reporting year
Yearly Influenza Immunization	Inmates age 65 and older who received a yearly influenza immunization between September 1 and December 31
Yearly Influenza Immunization	Inmates enrolled in HIV and Pulmonary chronic care clinics who received a yearly influenza immunization between September 1 and December 31
High Blood Cholesterol Levels	Inmates with blood cholesterol levels of 240 mg/dL or greater
High Blood Cholesterol Levels	Inmates with blood cholesterol levels of 240 mg/dL or greater for two or more measurement periods who were started on statin therapy
High Blood Cholesterol Management	Inmates in HTN chronic care clinic who had blood cholesterol levels of 240 mg/dL or greater
Asthma	
Frequency of Preventable Acute Episodes within Chronic Conditions – Asthma	Inmates with persistent asthma referred to an outside facility or emergency department for asthma
Diabetes	
Monitoring Diabetes Mellitus	Inmates with diabetes mellitus (type 1 and type 2) 18-75 years of age who received yearly eye (retinal) examinations
Diabetes Laboratory Testing	Inmates in diabetes chronic care clinic who receive quarterly HgA1C blood draws
HbA1C Good Control 6%	Inmates in diabetes chronic care clinic who had HgA1C blood draw that was under 6%
HbA1C Good Control	Average HgA1C blood levels for all inmates in diabetes chronic care clinic
Medication Administration	
Inmates receiving Tegretol	Inmates with MH score of 3 or above receiving tegretol who had measured drug level(s) in the therapeutic range (4.0-12.0)
Blood Levels	Inmates on medications requiring blood levels to be drawn (valproate, warfarin, etc.) having appropriately frequent and timely required blood draws
Screening	
Physical Appraisal Examination	Inmates 18 years and older receiving a physical appraisal examination within the 1st week of incarceration
Oral Screening	Inmates 18 years and older receiving a dental examination within the 1st week of incarceration
Behavioral Health	
Optimal Practitioner Contacts for Medication Management	Inmates 18 years and older who were diagnosed with a new episode of depression who had at lest 3 follow-up contacts with a psychiatrist coded with a mental health diagnosis during the 84-day (12-week) acute treatment phase
Effective Acute Phrase Treatment	Inmates 18 years and older with a new episode of depression and treated with antidepressant medication, including tricyclic antidepressants, SSRI antidepressants and MAOs who remained on an antidepressant drug during the entire 84-day (12-week) acute treatment phase
Effective Continuation Phase Treatment	Inmates 18 years and older with a new episode of depression and treated with antidepressant medication, including tricyclic antidepressants, SSRI antidepressants and MAOs who remained on an antidepressant drug for at least 18- days (6 months)
Intake Procedure	Inmates responding affirmatively to mental health screening questions at intake who receive follow-up treatment with a mental health practitioner within a week after the mental health intake evaluation
Suicide	Inmates who attempted or who were successful at suicide who had answered affirmatively to mental health screening questions at intake or who were currently on the mental health roster to at the time of their suicide attempt

APPENDIX D
CQI Matrix

Subject	Indicator
ADMINISTRATION	
Mortality and Morbidity	
Deaths	Number of Deaths
Suicide Attempts	Number of Serious Suicide Attempts
Review	All deaths and serious suicide attempts are reviewed by a multidisciplinary team within 30 days of the event
Grievances	
Level I - Timeliness	Level I grievances resolved within 7 days
Level I – rate/1000	Level I grievances rate/1000
Level II – Timeliness	Level II grievances resolved within 37 days
Level II – Rate/1000	Level II grievances rate/1000
Level III – Timeliness	Level III grievances resolved within 180 days
Level III – Rate/1000	Level III grievances rate/1000
HUMAN RESOURCES	
Security Staff Training – Suicide Prevention Initial	Security staff complete initial suicide prevention training within 30 days of start date
Security Staff Training – Suicide Prevention Refresher	Suicide Prevention: Staff complete suicide prevention renewal training annually
Security Staff Training – Mental Health Units	Security staff assigned to mental health units receive additional training related to the proper supervision of inmates suffering from mental illness
Security Staff Training - CPR	CPR: Security staff maintain CPR certification
Security Staff Training – First Aid	First Aid: Security staff maintain first aid certification
Medical Staff Training – Orientation	Orientation: all full-time health staff complete in-depth orientation within 90 days of employment
Medical Staff Training – Suicide Prevention Initial	Suicide Prevention: Medical staff complete initial suicide prevention training within 30 days of start date
Medical Staff Training – Suicide Prevention Renewal	Suicide Prevention: Medical staff complete suicide prevention renewal training annually
Medical Staff Training - CPR	CPR: Medical staff maintain CPR certification
Medical Staff Training – First Aid	First Aid: Medical staff maintain first aid certification
Staffing Vacancies - Administrative	Number of open administrative FTEs
Staffing Vacancies - Practitioner	Number of open practitioner FTEs
Staffing Vacancies - Nurse	Number of open nursing FTE's

APPENDIX D
CQI Matrix

Subject	Indicator
Staffing Vacancies – Mental Health	Number of open mental health FTEs
Staffing Vacancies - Dental	Number of open dental FTEs
Staffing Vacancies – Medical Records	Number of open medical records FTEs
EQUIPMENT AND SUPPLIES	
Sharps	Weekly inventories are maintained on items subject to abuse (e.g. syringes, needles, scissors, other sharp instruments)
Medical	Medical - the following are maintained: hand-washing ability; exam table; light for direct illumination; scales; thermometers; blood pressure monitoring equipment; stethoscope; ophthalmoscope; otoscope; transportation equipment; biohazard trash containers; equipment and supplies for pelvic examinations if female inmates are housed at facility
Dental	Dental - the following are maintained: hand-washing ability; dental exam chair; exam light; sterilizer; instruments; biohazard trash container; dentist's stool
Dental Operatory	Dental Operatory – the following are maintained: x-ray unit with developing capabilities; blood pressure monitoring equipment; oxygen
Pregnancy	Pregnancy Care – fetal heart monitor is maintained
Emergency Response	Emergency response equipment and supplies are adequately maintained and inspected including man-down bags, first aid kits and AEDs
POLICIES AND PROCEDURES	
Refusal of Treatment	
Refusal of Treatment	Number of refusals of treatment
Intake	
Intake – Timeliness	Intake is completed within 2 hours of admission
Intake – Completeness	All requirements of the intake process were met
PPD plant	PPD planted at intake and read within 72 hours
PPD Positive Reactors	Patients with positive PPD's are evaluated within 2 weeks (CXR performed and visit with provider occurred)
Initial Health Assessment – timeliness	Physical examination completed within 7 days of admission
Pregnancy Test	Pregnancy test performed at intake or refusal signed
Transfer Screening	Qualified healthcare professional reviews each transferred inmate's health record or summary within 12 hours of arrival
Infection Control	
HIV Rate	Rate of HIV+ inmates
Hepatitis Rate	Rate of inmates with hepatitis
TB Rate	Rate of inmates with TB
HIV Reported	Number of reported HIV cases
Hepatitis Reported	Number of reported hepatitis cases

APPENDIX D
CQI Matrix

Subject	Indicator
MRSA Reported	Number of reported MRSA cases
Flu Reported	Number of reported flu cases
TB Reported	Number of reported TB cases
Other Reported	Number of other cases that did not fall into the above diseases that were reported
Sick Call	
Triage - Timeliness	Requests for healthcare are triaged within 24 hours of receipt
Face-to-face Encounter - Timeliness	Non-emergent requests for sick call are seen in a face-to-face encounter within 72 hours
Referral to Practitioner - Timeliness	If patient is referred to practitioner from nurse sick call, visit occurred within 5 business days
Sick Call Completeness	All the requirements for the sick call process were met
Segregation	
Isolation Rounds – Medical Monitoring	Inmates in isolation are monitored daily by medical staff
Isolation Rounds – Mental Health Monitoring	Inmates in isolation are monitored 1x/week by mental health staff
Isolation Rounds – Mental Health Patients	Inmates on the mental health caseload are seen 3xs/week
Initial Evaluation – mental health	Inmates with serious mental illness who are placed in isolation are evaluated within 24 hours
Admission and Discharge Documentation	Admission and discharge from isolation is adequately documented, including review by a psychiatrist
Discharge	
Discharge Planning	For planned discharges, a 30 day supply of medications is provided to the inmate
Inmate Care and Treatment – Mental Health	
Mental Health Screening	Mental health screening is completed by qualified health professional within 24 hours of intake
Mental Health Referral	Inmates with non-emergent positive screening for MH problems are seen by qualified mental health professionals within 72 hours
Psychotropic Medication Bridge Orders	Inmates on verified psychotropic medications will have medication(s) ordered within 24 hours of intake
Suicide Observations Assessment	Inmates on suicide observation are seen daily for assessment by a qualified mental health professional
Suicide Observations Discharge Follow-up	Inmates released from suicide watch are seen by mental health professional within 24 hours after release
Psychotropic Medication Labs	Laboratory testing for patients on psychotropic medications has been completed
Psychotropic	Inmates on psychotropic medications prior to intake are assessed

APPENDIX D
CQI Matrix

Subject	Indicator
Medication History Follow-up	within 10 days of intake
Treatment Plans – general population	Treatment plans for IMs housed in general population are completed every 180 days
Treatment Plans – SNU	Treatment plans for IMs housed on a SNU are completed every 90 days
Routine Mental Health Services	Outpatients receiving basic mental health services are seen every 90 days
Suicide Prevention Program – Suicidal Inmates	Suicidal inmates (PCO I) are placed on constant observation and are observed on a constant and uninterrupted basis
Suicide Prevention Program – Potentially Suicidal Inmates	Potentially suicidal inmates are monitored on an irregular schedule with no more than 15 minutes between checks
Suicide Risk Assessment	Formalized suicide risk assessment by a qualified mental health professional within 24 hours of the initiation of suicide precautions
Suicide Observation Interaction	Mental health staff will assess and interact with inmates on suicide precautions daily
Suicide Precautions – Documentation	Progress notes are used to document each interaction and/or assessment of a suicidal inmate, decision to upgrade, downgrade, discharge or maintain an inmate will be fully justified in each progress note
Suicide Precautions – Multidisciplinary Team	Multidisciplinary case management team meetings occur weekly to discuss status of inmates' suicide precautions
Inmate Care and Treatment – Substance Abuse	
CIWA – Vital Signs Monitoring	A nurse takes and documents the vital signs of every inmate on CIWA protocols on every shift
CIWA – Discharge	If CIWA protocols are stopped before 5 days, there is an order from a physician
Census	Percentage of available abuse treatment beds occupied
Sentence Modification	Percentage of inmates who would qualify for sentence modification to allow for enrollment in substance abuse treatment programs who have had said sentence modification
Post-Substance Abuse Treatment	Percentage of graduates who complete community post-substance abuse treatment program
Waiting List – days	Average number of days on waiting list
Waiting List – number	Average number of inmates on waiting list
Inmate Care and Treatment – Dental	
Oral Screening	Oral Screening by the dentist or qualified healthcare professionals trained by a dentist is performed within 7 days of admission
Oral Examination	Oral examination is performed by a dentist within 30 days of admission
Special Needs and Services	
Care of Pregnant Inmates	For inmates that are pregnant, the clinical plan includes management by specialty OB/GYN provider
Special Needs –	Inmates with special needs have special needs plans

APPENDIX D
CQI Matrix

Subject	Indicator
Treatment Plans	
Special Needs – Discharge Planning	For inmates with special needs who have been at the facility for 30 days, treatment plans include appropriate discharge planning
Chronic Disease Services	
Chronic Care – routine appointments	Chronic care patients are seen every 3 months or more frequently as determined by the provider' provider's plan includes appropriate diagnostic and therapeutic intervention
Chronic Care - Completeness	All requirements for chronic care visits are met
Juveniles Immunizations	
Records	Reasonable efforts to obtain immunization records for all juveniles who are detained at the facility for more than one month
Administration	Medical staff will update immunizations for juveniles in accordance with nationally recognized guidelines and state school admission requirements
Infirmary Care	
Infirmary Care – Admission and Discharge	Admission to and discharge from infirmary care occur only on the order of a physician (or other clinician where permitted by virtue of his or her credentials or scope of practice)
Vital Sign Monitoring	A nurse will check and document vital signs on each shift of inmates who are in the infirmary for acute care and observation.
Physician Assessment	A physician will assess and document the assessment at minimum 4xs/week for all inmates who are in the infirmary for acute care
Specialty Care	
Specialty Care Visit - Timeliness	Timeframe from provider order to patient off-site visit is no more than 60 days; if off site visit does not occur within 60 days, a provider will re-evaluate the patient
Specialty Care Visit - Documentation	When patient is returned from off-site visit there is documentation from specialty provider or notation form site provider noting treatment recommendations
Specialty Care Visit – Nurse Follow up	Upon return from outside specialty appointment, the patient is seen by nurse at the facility
Specialty Care Visit – Practitioner follow up	Patient is seen on –site by provider within 7 days of being seen for off-site specialty care, and treatment plan noted
Health Records	
Health Record Format and Content	Quality – filed in chronological order; required items are in the chart; record is complete and includes information from prior incarcerations
Requests for Previous Records	Immediately request all pertinent mental health records
Medication and Labs	
MAR – Documentation	Medication orders on MAR reflect dose, route, frequency, start date and nurse's signature
Medication Reorder	No lapse in medication reorder
Medication – Timeliness	Inmate received formulary medications within 48 hours of provider order or per provider's instructions
Laboratory Tests –	Timely response to orders for laboratory tests

APPENDIX D
CQI Matrix

Subject	**Indicator**
Timeliness	
Laboratory Tests – Review by Physician	Physician reviewed laboratory test results in a timely manner
MAR – Missed Doses	Prescribing Practitioner is notified if a patient misses a medication dose on 3 consecutive days and documents that notice
Medication - Bridge Order	Arriving inmates who report prescriptions will receive the same or comparable medication within 24 hours of verification (or as needed) unless a medical professional determines such medication is inconsistent with generally accepted professional standards
Medication – Order Change	If inmates reported medication is discontinued or changed by a medical professional, a medical professional will conduct a face-to-face evaluation of the inmate
Utilization	
Hospital Days	Hospital days per inmate per year
ED Trips	Emergency Room encounters per inmate per year
Medications	Medications per inmate per month
Psychotropic Medications	Psychotropic medications per psychiatric inmate per month
HIV Medications	Prescriptions per inmate on HIV medications per month
Budget Allocation	
Labor	Payroll costs as percent of budget
Off-site Care	Off-site care costs as percent of budget
On-site Care	On-site care costs as percent of budget
Pharmacy	Pharmacy costs as percent of budget
Other Line Items	Other line items as percent of budget

APPENDIX E
Statistical Data Report

This report is a required component of the Monthly Health Services Report from all facilities.

MEDICAL/DENTAL			
INFIRMARIES		**NURSING ON-SITE**	
	Infirmary Capacity (= beds, minus off-line)		# Intake Screens (Nursing)
	# Infirmary Admissions		# Nursing Sick Call Visits
	# Infirmary Inpatient Days		# Nurse Sick Calls not triaged w/in 24 hrs
	Average Length of Stay (LOS)		# Nursing Chronic Care Visits
	Average Daily Census		# Urgent/Emergent Housing Unit Responses
			# Nursing Segregation Visits
DENTAL SERVICES		**PHYSICIAN SERVICES**	
	# Screenings by Dental Aide		# Receiving Intake Physicals
	# Dentist Appointments		# Physician Visits
	# Hygienist Appointments		# Annual Physicals
	# Emergent/Urgent Dentist Visits		# Chronic Care/Physician
	# Surfaces filled		# Unscheduled Physician Visits
	# Extractions		# Employees Treated
	# Offenders receiving X-ray	**OFF-SITE SERVICES**	
	# 90 Day dental exams		# Emergency Room Visits
	# Unscheduled Dental Visits		# Ambulance Trips
ANCILLARY SERVICES			# Hospital Admissions
	# X-ray films taken		# In-patient Procedures
	# offenders had labs		# Out-Patient Surgeries
	# lab tests		# Hospital days
	# Positive PPD reactions		# Average Hospital Length of Stay (ALOS)
			SPECIALTY SERVICES
PHARMACY			# AUDIOLOGISTS
	# Offenders on Prescription Medication		# CARDIOLOGISTS
	% Offenders on Prescription Medication		# DERMATOLOGIST
	# Keep On Person (KOP)		# EAR, NOSE & THROAT
	# Off-formulary Prescriptions by Physician		# GENERAL SURGERY
	# Prescriptions ordered by Dentist		# GASTROENTEROLY
	# Delayed Prescriptions (> 24 hours from order)		# HEMATOLOGY
	# # of Offenders on Psychotropic Prescriptions		# NEUROLOGY
	# Off-formulary RX by Psychiatrist		# ONCOLOGY
	DIALYSIS		# OPHTHALMOLOGY
	# Dialysis Visits		# ORAL SURGERY
	# Dialysis Treatments		# ORTHOPEDIC
	# Peritoneal Visits		# PODIATRIST
	# Peritoneal Treatments		# PHYSICAL THERAPY
	MENTAL HEALTH ON-SITE		# RADIOLOGY/IMAGING
	# MH Therapist Referrals from Intake Screen		# UROLOGY
	# Psychiatrist Referrals from Intake Screen		# INTERNAL MEDICINE
	# Psychiatrist Visits		# PLASTIC
	# Therapists Visits		# OTHER
	# MH Discharge Referrals to the Community		**INFECTIOUS DISEASE**
	DPC		# HIV positive Offenders
	# Capacity		# AIDS offenders
	# Admissions		# Positive PPD reactions
	# Discharges		# Confirmed Tb cases
	# In-patient days		# Hepatitis C offenders
	Average Length of Stay (LOS)		# Hepatitis C offenders w/ Pharmacotherapy
	Average Daily Census		# Confirmed MRSA cases
MISCELLANEOUS MEDICAL			
	# Assaults Treated		# Deaths
	# Deaths by Suicide		# Work Clearance

APPENDIX F
Essential Outcomes Report

The Vendor must be specific on the methodology for collecting and measuring outcomes. Outcome indicators must be based on standards acceptable to the OHS Director. This report is a component of the Monthly Health Services Report for each facility.

Notes:

1. NCCHC = National Commission on Correctional Health Care
2. Annual Reduction in Hospital days (Avoidable Days) = Days of on-site IV therapy (Chemotherapy, Infusion Pump, Antibiotics, other), Holter Monitor, or other procedure days that are saved by providing services on-site.
3. The number of offender medical transports that were saved as a result of #2 above, on-facility suturing, on-site punch biopsies, on-site dialysis, on-site physical therapy.

EXPLANATION:

In 1976 that the United States Supreme Court ruled in Estelle v. Gamble affirming that prisoners had the right to be free of "deliberate indifference to their serious health care needs." It also affirmed the courts have both the right and the duty to intervene. "Deliberate Indifference" applies "…whether the indifference is manifested by prison doctors in their response to the prisoner's need or by prison guards in intentionally denying or delaying access to medical care or intentionally interfering with the treatment once prescribed. Regardless of how evidenced, deliberate indifference to a prisoner's serious medical illness or injury states a cause of action." (Estelle v. Gamble, 1976:104-105) This establishes the mandate for offender health services which is reflected in the ACA, NCCHC, and VADOC Standards cited above, and supported by State and County mental health code.

PROGRAM PARTNERS IN SUPPORT OF OUTCOMES:

DHSS, Vendor, Community Providers, Offenders and Families, Commissioner, DE Department of Correction

MAJOR RELATED PLANS AND GUIDELINES:

Strategic Plans and Guidelines. To be provided by the Vendor(s) in their proposal Approved during negotiations by the DDOC.

APPENDIX F
Essential Outcomes Report

DELWARE DEPARTMENT OF CORRECTION	
DDOC VISION STATEMENT: To provide essential constitutional health and mental health services to the offender population.	
PROGRAM: DDOC Health Services	**PROGRAM ELEMENT: Mental Health Services**
PROGRAM MISSION: Unimpeded access to mental health services which meet the serious mental health needs of offender and prepare them for reentry into the community.	
COMMUNITY OUTCOMES SUPPORTED: A safe and secure community, reduced recidivism, efficient use of taxpayer dollars, value in services provided or purchased on behalf of the County and taxpayers.	

OUTCOME MEASURES	Month 1	Month 2	Month 3	Quarterly Summary
Outcomes/Results:				
Rate of referrals for outside mental health specialty services (%)				
Service Quality:				
Compliance with NCCHC, DDOC, and DHSS standards[1]				
Percentage of offenders receiving mental health screening within 2 hours				
Percentage of offenders taking psychotropic medications				
Percentage of offenders on chronic medication with timely renewal				
Percentage of Medical referrals to mental health responded to w/in 24 hours				
Percentage of psychiatric examinations completed within 72 hours				
Percentage of referrals to MH that result in referrals to a psychiatrist				
Number of Suicide Attempts				
Number of Suicides				
Efficiency:				
Average cost of mental health services per offender per day ($)				
Average cost of MH medications per offender per month ($)				
Percentage of Off-formulary medications prescribed				
Percentage of laboratory tests clinically justified				
Workload/Outputs:				
Admissions MH screenings				
Number of Psychiatrist visits				
Number of Therapists evaluations				
Number of Therapist segregation evaluations				
Number of Suicide Risk Assessments performed				
Number of Treatment Plans developed				
Number of Discharge Plans developed				
Number of Community Referrals				
Number of MH Unit Admissions				
Mental Health Unit average length of stay (ALOS)				
Inputs:				
Expenditures ($000)				
Work years				

APPENDIX F
Essential Outcomes Report

Notes:

1. **NCCHC = National Commission on Correctional Health Care, DDOC Delaware Department of Correction, and DHSS = Delaware Department of Health and Social Services.**

EXPLANATION:

In 1976 that the United States Supreme Court ruled in Estelle v. Gamble affirming that prisoners had the right to be free of "deliberate indifference to their serious health care needs." It also affirmed the courts have both the right and the duty to intervene. "Deliberate Indifference" applies "…whether the indifference is manifested by prison doctors in their response to the prisoner's need or by prison guards in intentionally denying or delaying access to medical care or intentionally interfering with the treatment once prescribed. Regardless of how evidenced, deliberate indifference to a prisoner's serious medical illness or injury states a cause of action." (Estelle v. Gamble, 1976:104-105) This establishes the mandate for offender health services which is reflected in the ACA, NCCHC, and DDOC Standards cited above, and supported by State mental health code.

PROGRAM PARTNERS IN SUPPORT OF OUTCOMES:

Department of Health and Social Services, All health care Vendors, Community Providers, Offenders and Families, Legislators, and all other DDOC Bureaus/Divisions/Offices

MAJOR RELATED PLANS AND GUIDELINES:

Strategic Plans and Guidelines. To be provided by the Vendor(s) in their proposal Approved during negotiations by the DDOC.

APPENDIX G
Pricing

NOTE: All price terms are for evaluation purposes only and do not reflect any specific offer or acceptance until final negotiation of the contract.

I. Absolute transparency in contractor overhead

All Vendors providing on-site staffing must provide sufficient detail to their proposals so as to clearly identify all costs associated with contractual operations. Bids which do not contain the following items shall be deemed non-responsive;

A. Staffing costs by position type and count, by facility; aggregate subtotals by position type (count and cost) by facility, and then by statewide total by position type (count and cost), and Grand Total. Each position proposed should show the hourly rate per position.

B. Other operating costs should be estimated for Durable Medical Goods and Medical Supplies.

C. The contract Administrative fee, while including the fixed profit percentage, should be separated out from the other costs.

D. Each Vendor must provide information on the percentage profit they are proposing in their application.

E. Any inflation factors intended to be used must be presented along with the justification for using them and methodology of their application.

F. The DDOC will consider incentives proposed by the Vendor for maintaining the quality of clinical outcomes based on measurable indicators. The Vendor must be specific on the methodology for collecting measuring the outcomes and the outcomes indicators must be based on standards acceptable to the DDOC Director, Health Services.

Note: The State will consider modifications to this model if, and only if, there is a clear advantage to the State. The Vendors must propose any modifications to the proposal.

II. Specialty Consultation

Costs associated with the provision of the network must be separately identified in the pricing proposal. The State prefers a cost-based model of services plus a visible fixed administrative/ management fee which includes overhead and profit. A standard percentage of Medicaid charges are preferred for all services but the Vendor's proposal must offer discounts below standard reasonable and customary charges.

The cost mechanism will be a Cost based system that provides incentive to the Specialty Consultation Vendor to reduce the costs of care.

III. Pharmacy Services

Costs for pharmacy Services must be separately identified in all cost proposals according to the manner described in the RFP and using the DE pharmacy cost tables and the following pricing sheet.

IV. Alternative Pricing Methodologies

As an alternative to the pricing model contained herein, DDOC is willing to consider other models or methodologies that explore the sharing of cost associated with the delivery of services. Vendors may provide additional pricing models, but such models must have the same transparency as the pricing model above, including clear declaration of the costs and profit margins anticipated by the model.

APPENDIX G
Pricing

All Pharmaceutical Vendors are required to submit their payment proposals in the format below.

Price for Prescription and Non-Prescription Drugs:

1. Identify wholesaler providing pharmaceuticals to Vendor

2. Discount (shared with MI from wholesaler/manufacturer): %

3. Prescription Filling Services Charges:
   Administrative fee per offender per month $

NOTE: Proposal submissions require Vendors to provide an inclusive management fee per offender per month pricing. Additional alternative pricing proposals with varied cost structures (ex. markup percentage, dispensing fees, etc) may also be submitted in the final proposal in addition to required pricing structure response.

Additional Charges and Discounts:

4. Additional Fee for STAT orders: $
   (delivery within 6 hrs)

5. Electronic Payment Discount (EFT) %

6. Prompt Payment Discount Schedule (%)
   Upon receipt of total invoice:
   (a) Within 15 days %
   (b) Within 30 days %

On-site Registered Pharmacist Services

7. On-site Registered Pharmacist
   Pricing should be based strictly on a per hour charge.
   No further consideration will be made for mileage, travel, meals, equipment, or supplies.
   No overtime rates will be paid.

   Hourly Rate $ **/hour**

Credits

8. Unused, returned medication shall be credited at AAC minus the discount percentage.
   AGREED

Training

9. In-service training **NO CHARGE**

Volume Discount

10. Please proposal discount incentive structure based on statewide annual spending that would encourage DDOC and other State agencies to utilize the resulting contract for all of its pharmaceutical needs.

APPENDIX H
Minimum Staffing Requirements

Position	Statewide Totals FTE'S	Sussex CI, WR, & VOP	JTVCC & JTVCC Max	Morris	Central VOP	Howard Young	Baylor & Women's VTC	J Webb	Plummer	Regional Office
Activ.Tech	3.5	-	3.5	-	-	-	-	-	-	-
Admin Assistant/Consult Coord./Secretary	12	1	3	-	-	3	2	-	-	3
Administrator	4	1	1	-	-	1	1	-	-	-
Assistant DON	1	-	1	-	-	-	-	-	-	-
Associate Administrator	1	-	1	-	-	-	-	-	-	-
Clerk/Med Records Clerk/MH Clerk	21.5	5.5	7.5	-	1	5	2.5	-	-	-
CQI Coordinator/Ombudsman	1	-	-	-	-	-	-	-	-	1
Dental Assistant	4.9	1	2.15	0.1	0.2	1	0.45	-	-	-
Dentist	3.85	0.5	1.6	0.1	0.2	1	0.45	-	-	-
Dietician	1	-	-	-	-	-	-	-	-	1
DON	4	1	1	-	-	1	1	-	-	-
LPN	57.9	16.6	12.6	1.8	1.8	15.4	7.9	1	0.8	-
Med Assistant/Nurse Assistant	23.3	5.3	9.6	1	-	3.4	2.5	0.5	1	-
Med Records Supv.	1	-	1	-	-	-	-	-	-	-
Medical Director/Staff MD	8.8	1.65	2.95	0.1	0.15	2.6	1.1	0.1	0.15	-
MH Director	3	1	-	-	-	1	1	-	-	-
MH PHD Psychologist	1		1							
MH Worker	17.3	5	8	0.2	0.3	2.5	1.1	0.2	-	-
MSW/MH Prof./MHW Super.	7.6	1	1	-	-	3	1.5	-	1.1	-
NP/PA	7.2	1.2	2.6	0.2	0.2	2	1	-	-	-
Pharmacy Tech	4.4	-	3	-	-	1.4	-	-	-	-
Phlebotomist	1	-	1	-	-	-	-	-	-	-
Psychiatrist	4.1	0.75	1.5	0.05	0.1	1	0.5	0.05	0.15	-
Regional Director of Nursing	1	-	-	-	-	-	-	-	-	1
Regional Manager	1	-	-	-	-	-	-	-	-	1
Regional Medical Director	1	-	-	-	-	-	-	-	-	1
Regional MH Director	1	-	-	-	-	-	-	-	-	1
Regional Psych Director	0.2									0.2
Regional VP	1									1
RN/RN IC/RN Psych/RN Charge/QA CC RN	52.6	11.2	20.8	1	1	9	6.2	1	2.4	-
MH Clerk/observer	7	2	2			2	1			
TOTAL	259.15	55.7	88.8	4.55	4.95	55.3	31.2	2.85	5.6	10.2